Wednesday August 3, 2022

10:00 A.M.

The Harrison County Courthouse will be opened with limited seating at the County Commission meeting. However, you may join and listen via Zoom Conference Call by the following steps. Public participation will be allowed during public comment period and/or scheduled appointments.

Join Zoom Meeting

****

https://us02web.zoom.us/j/7628160712

Dial: 1-646-568-7788

Meeting ID: 762 816 0712

Passcode: 270967

Appointments:

10:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance

10:05 A.M. --- Funding Request --- Rebecca Flanagan ---Stars & Strides Therapeutic Equine Center

10:15 A.M. --- Funding Request --- Frankie Dennison --- Humane Society of Harrison County

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**

A. Douglas R. Comer --- Wage Scale Change --- Parks & Rec (potential executive session pursuant to W.Va. Code 6-9A-4(b)(2)(A) to consider matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee).

B. Larry Jay Brewer --- Resignation --- Effective 07-17-2022 --- L.E.

C. Elizabeth Keough --- Discharge --- Effective 07-21-2022 --- Animal Control (potential executive session pursuant to W.Va. Code 6-9A-4(b)(2)(A) to consider matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee).

D. James McManus --- New Hire --- Effective 08-03-2022 --- L.E.

E. Shara James --- New Hire --- Effective 08-03-2022 --- Staging

F. Derek Marsh --- Part-Time on Call --- Effective 08-03-2022 --- Security

G. Kortney Hill --- Discharge --- Effective 07-27-2022 --- 911 (potential executive session pursuant to W.Va. Code 6-9A-4(b)(2)(A) to consider matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee)

H. Diana Caton- Milliman --- Resignation --- Effective 07-29-2022 --- Circuit Clerk

I. Jackie Erin Fetty --- New Hire --- Effective 08-10-2022 --- Circuit Clerk

4. Minutes and /or Amended Minutes of Previous Meeting:
   A. Regular Meeting Minutes --- 06-29-2022
5. Requisitions --- Purchase Orders --- Invoices
   A. Vendor Requisition List of Payments
6. Exonerations --- Corrective Tickets --- Joint Property Application:
   A. Exonerations --- See Exhibit A
   B. Corrective Tickets --- See Exhibit B
   C. Joint Property Application --- See Exhibit C
7. Consideration of approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements:
   A. Requisition for Payment No. (08/03/22) $1,242.33
8. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission:
   A. Requisition Number: #71 --- Silling Associates, Inc. $14,285.98
   B. Requisition Number: #72 --- State Electric Supply Co. $784.85
   C. Requisition Number: #73 --- Advantage Technology $7,596.00
9. Review – Discuss - Consider City of Stonewood Requesting ARPA Funds in Their Total Allotment Amount of $100,000 be Paid Directly to Their Vendor (Thrasher)
10. Review - Discuss – Consider Town of West Milford Requesting Their Second Draw of ARPA Funds in the Amount of $14,840 to be Paid Directly to Their Vendor (Dunlap Contracting)
11. Review – Discuss – Consider West Virginia University Cooperative Extension Service & County Extension Service Committee --- Annual Memorandum of Agreement for Fiscal Year Beginning 07-01-2022
12. Review – Discuss – Consider Fire Chiefs Association --- Appointment of Marcus Shaw to 911 Advisory Board (3Yr. Term) --- Ron Woods (1yr) --- Walter Knight (2yr)
13. Review – Discuss – Consider Taylor County 911 Advisory Board Appointed Ryan Roberts --- Effective Immediately
14. Review – Discuss - Consider Dominion Trail for Rail Crossing:
   A. Matheny Hollow Road
   B. Hutchinson Hollow Road
   C. Mount Clare Road
15. Review – Discuss - Consider Potential Purchase of Parking Lots Adjacent to Courthouse (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition,

which if Made Public, Might Adversely Affect the Financial or Other Interest of the County).

16. Review – Discuss – Consider Harrison County Ambulance Authority Appointment of Emily Cook to Fill the Unexpired Term of Roger Diaz
17. Review – Discuss – Consider Resolution for Sheriff's Department Lease of Twelve 2022 Police Vehicles thru Country Roads Leasing, LLC
18. Review – Discuss – Consider Publicizing Elevator RFP
19. Review – Discuss – Consider Service agreement West Virginia Network (WVNET) & Harrison County Commission
20. Review – Discuss – Consider Permission to Travel --- Robert Leonard --- Class & Exam for Asbestos Testing --- Reclaim Company, Fairmont, WV ---08-08-2022 to 08-10-2022 Planning Department
21. Review – Discuss – Consider Permission to Travel --- James Richards --- Class & Exam for Asbestos Testing --- Reclaim Company, Fairmont, WV ---08-08-2022 to 08-10-2022 Planning Department
22. Administrator's Report
23. Commissioner Comments – Questions

CONSENT AGENDA - (NOTE: Items May Require Discussion, Review and/or Action)

A. Weekly Fiduciary Report from the County Clerk:
    1. 07-13-2022—07-20-2022
    2. 07-20-2022---07-26-2022
B. Monthly Fiduciary Commission Settlements:
    1. Jesse Willard Johnson, Deceased
    2. Vincent Thomas Zummo, Deceased
C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service
    1. East View PSD --- Meeting Minutes 07-12-2022
    2. Greater Harrison County PSD --- Regular Meeting Minutes 06-16-2022
    3. Greater Harrison County PSD --- Agenda 07-28-2022
D. Final Report on Special Funding --- Humane Society of Harrison County

TABLED ITEMS - - Items May Require Discussion and /or Approval

T-1. Election Workers Pay Raises (05-18-2022)
T-2. Changes to Employee Handbook Made by County Attorney (06-08-2022)

RECEIVED
Aug 3.
JUL 13 2022
10:05
HARRISON COUNTY COMMISSION

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to support your project. Please complete this application and return it to the Harrison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.com; Questions: 304-624-8500 Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: July 10, 2022

Organization Name: Stars And Strides Therapeutic Equine Center

Name & Title of Requestor: Rebecca Flanagan, Executive Director

Mailing Address of Organization and Responsible Person:

If approved, this is where the check will be sent

Telephone: 304-677-8130 Fax: N/A E-mail: StarsAndStridesWV@gmail.com

FEIN# Is your organization an IRS 501(c) 3 not-for-profit? Yes

If yes, attach IRS Status Letter

If no, please explain:

TOTAL Cost of Project/Activity: $ 4,500.00

Dollar Amount REQUESTED - Grant: $ 3,000.00 Loan: $ N/A

Was project funded previously by HCC? (YES) NO If so, when how much: $

Have you previously received funds from the Harrison County Commission: (Y) N

If Yes, how much? If funded multi years - list by fiscal year?

When: July 2021 ;how much: $ 3,000

When: May 2018 ;how much: $ 2,000 ?

Purpose of request (one sentence): Scholarships

If for a fair/festival/event, give dates and location: NA Date: — Location: NA

Describe the proposed activities with dollar amounts to be funded by this request:

We Provide equine assisted therapy to juveniles in the criminal justice system. Judge Conley Mandates participation of juveniles and their parents. This quarter we anticipate 12 students along with 12 adults. Our team consists of the director, our horses, our therapist and the probation officer.

Are your financial statements audited by an outside accounting firm? (Y) N

If Yes, by whom: Baker - Tilly, PLLC

Do you plan to recognize the Harrison County Commission's contribution? If Yes, how? Yes. Social Media, newsletter, fundraisers

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

(Name of Applicant) Rebecca Flanagan / SASTEC agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) Rebecca Flanagan / Stars And Strides TEC, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) _____ shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) Rebecca Flanagan / SASTEC agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current list of Board of Directors with addresses
3. list other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant R Flanagan, Executive Director **Date** July 10, 2022

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: _____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

_____

Approval Signature Date

10:15
Funding Request
Frankie Dennison

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to support your project. Please complete this application and return it to the Harrison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.com; Questions: 304-624-8500 Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: May 2-2022

Organization Name: Humane Society of Harrison County

Name & Title of Requestor: Frankie Dennison, Executive Director

Mailing Address of Organization and Responsible Person:

If approved, this is where the check will be sent

Telephone: 304-592-1600 Fax: 304-592-2391 E-mail: directorphshc@yahoo.com

FEIN# _____ Is your organization an IRS 501(c) 3 not-for-profit? Yes
If yes, attach IRS Status Letter
If no, please explain:

TOTAL Cost of Project/Activity: $ 30,000.00

Dollar Amount REQUESTED - Grant: $ 30,000.00 Loan: $ _____

Was project funded previously by HCC? (YES) NO If so, when 2019 how much: $ 20000.00

Have you previously received funds from the Harrison County Commission: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2019 ;how much: $ 20000.00
When: 2018 ;how much: $ 20000.00

Purpose of request (one sentence): To fund low cost spay & neuter vouchers for Harrison residents

If for a fair/festival/event, give dates and location: Date: Location:

Describe the proposed activities with dollar amounts to be funded by this request: This grant allows the HSHC to distribute low income vouchers to residents of Harrison County to afford spay & neuter of their pets. They complete an application with guidelines and provide proof of income to receive the voucher. This voucher also helps cover the rabies vaccine as well. This cuts down on over pet population in our county.

Are your financial statements audited by an outside accounting firm? (Y) N
If Yes, by whom: Hilarion V. Cann, CPA

Do you plan to recognize the Harrison County Commission's contribution? If Yes, how? Yes - through the voucher program, our newsletter, social media & events.

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

(Name of Applicant) Humane Society of Harrison County agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) Humane Society of Harrison County, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Humane Society of Harrison County shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) Humane Society of Harrison County agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current list of Board of Directors with addresses
3. list other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant _____ **Date** 5-2-2022

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: _____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

_____

Approval Signature Date

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
7-25-22		| | |-| | |-| | | | |

NAME	ADDRESS
Douglas R Comer	111 Jennifer Lane

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
304 669-8907	Bridgeport WV 26330	90	F-T

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		E-5 $69,019
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

☐ HIRED	☐ PROBATIONARY PERIOD COMPLETED
☐ RE-HIRED	☐ LENGTH OF SERVICE INCREASE
☐ PROMOTION	☐ RE-EVALUATION OF EXISTING JOB
☐ DEMOTION	☐ RESIGNATION
☐ TRANSFER	☐ RETIREMENT
☐ MERIT INCREASE	☐ LAYOFF
☒ WAGE SCALE CHANGE	☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE 7-19-22
SUPERVISOR SIGNATURE Richard Poole	DATE 7/19/22
HUMAN RESOURCES MANAGER	DATE 8/1/2022

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PAYROLL CHANGE NOTICE

3-B

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
7/17/2022		

NAME	ADDRESS
Larry Jay Brewer	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ● RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) Resignation effective 7/17/2022, please pay available vacation days if any

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Rob G. Miller, Sheriff	DATE 07/18/2022
HUMAN RESOURCES MANAGER Laura Pefle	DATE 8/1/2022

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PAYROLL CHANGE NOTICE

3-C

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
7/21/2022		| | | - | | - | | | |
NAME Elizabeth Keough		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 716 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☒ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER Laura Pyle	DATE 7/20/2022

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PAYROLL CHANGE NOTICE

3-D

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
8/3/2022		| | |-| | |-| | | |

NAME	ADDRESS
James McManus	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ■ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 8/3/2022, Starting Salary $53,304.82

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kathy M. Sheriff	DATE 07/25/2022
HUMAN RESOURCES MANAGER	DATE 07/26/2022

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3-E

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
8/3/2022		

NAME	ADDRESS
Shara James	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Staging	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ■ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 8/3/2022, annual salary, Paygrade/Step 4-1

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kate G. Matthews, Sheriff	DATE 07/25/2022
HUMAN RESOURCES MANAGER	DATE 07/26/2022

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PAYROLL CHANGE NOTICE

3-F

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
8/3/2022		

NAME	ADDRESS
Derek Marsh	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Security	On Call

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☑ SHIFT	On Call	
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ■ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Part-Time Courthouse Security as needed

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kathy J. Martin, Sheriff	DATE 07/25/2022
HUMAN RESOURCES MANAGER	DATE 07/26/2022

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3G

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
7/27/2022		| | |-| | |-| | | | |
NAME Kortney Hill	ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT 712 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

☐ HIRED	☐ PROBATIONARY PERIOD COMPLETED
☐ RE-HIRED	☐ LENGTH OF SERVICE INCREASE
☐ PROMOTION	☐ RE-EVALUATION OF EXISTING JOB
☐ DEMOTION	☐ RESIGNATION
☐ TRANSFER	☐ RETIREMENT
☐ MERIT INCREASE	☐ LAYOFF
☐ WAGE SCALE CHANGE	☒ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 7/27/2022
HUMAN RESOURCES MANAGER	DATE 7/26/2022

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PAYROLL CHANGE NOTICE

3-H

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO	
JULY 29, 2022			
NAME: DIANA CATON-MILLIMAN		ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT: CIRCUIT CLERK	SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☑ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☑ OTHER (Explain) LAST WORKING DAY IS FRIDAY JULY 29, 2022
PLEASE PAY HER FOR 14.06 HOURS VACATION TIME

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE: Albert F. Marano	DATE: JULY 29, 2022
HUMAN RESOURCES MANAGER: Laura Pyle	DATE: 8/1/2022

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PAYROLL CHANGE NOTICE

3-I

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO	
August 10, 2022			
NAME: Jackie Erin Fetty		ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT: Circuit Clerk	SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☑ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☑ OTHER (Explain) New Hire Deputy Clerk Starting 8-10-22 At Pay Scale 4-1 To Replace A Deputy Clerk Who Resigned

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE: Albert F. Marano	DATE: July 29, 2022
HUMAN RESOURCES MANAGER: Laura Pyle	DATE: 8/1/2022

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4-A

At the regular meeting of the County Commission of Harrison County held on Wednesday June 29, 2022, Commissioners Susan Thomas, David Hinkle and Patsy Trecost II were present. Also present were Laura Pysz, County Administrator, and John Spires, County Clerk. Commissioner Thomas opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the Flag.

1. Public Comment Period: Cole Williams spoke in favor of the barn facility. Joseph Romano, Assessor, spoke of the pending press release using the 2020 valuations.

10:05 A.M. --- Funding Request --- John Paul Nardelli --- Healthy Harrison: John Paul Nardelli spoke on the goal to improve health in Harrison County. Commissioner Trecost advised that he is recusing himself from the vote because he sets on the Board. Hinkle moved to approve $4,000.00. Commissioner Thomas and Commissioner Hinkle voted in favor. Motion carried.

2. Consent Agenda: Trecost moved to approve. Commission concurred.
3. Payroll Change Notices: Trecost moved to approve items A and B. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
   A. Kennard Mc Henry --- Retirement --- Effective 07-01-2022 --- Law Enforcement
   B. New Hires --- Summer Program --- Parks & Rec --- See Exhibit B
4. Minutes and /or Amended Minutes of Previous Meeting: Trecost moved to approve as presented. Commission concurred.
   A. Regular Meeting Minutes 06-08-2022
   B. Regular Meeting Minutes 06-15-2022
5. Requisitions --- Purchase Orders --- Invoices: Trecost moved to approve. Commission concurred.
   A. Vendor Requisition List of Payments
6. Exonerations --- Corrective Tickets --- Joint Property Application: Trecost moved to approve item A. Commission concurred.
   A. Exonerations --- See Exhibit A
7. Consideration of approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements: (NONE)

10:20 A.M. --- Hearing Delinquent & Unprogressed Estates: It was advised that there is no hearing, that was an error on the agenda. Trecost moved to approve and affix the President's signature. Commission concurred.

8. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission: Trecost moved to approve item A. Commission concurred.
   A. Requisition Number: #68 --- Rycon Construction $717,891.46
9. Review – Discuss - Consider Permission to Travel --- Chris Cutright --- Association of Public Safety Communications Officials Conference August 4-12, 2022 --- 911: Trecost moved to approve travel. Commission concurred.
10. Review - Discuss – Consider Creating a RFP for an Engineering & Architectural Firm for the Elevators: There was discussion on completing the project in phases. Trecost moved to approve. Commission concurred.
11. Review – Discuss – Consider WV Department of Transportation, Division of Highways, Agreement Harrison Regional Industrial Park Industrial Access Road Harrison County: Gina Jones and Michelle Tonkin from the Grants Department, spoke on the need of revised plans. Hinkle moved to proceed. Commission concurred.
12. Review-Discuss-Consider Request from Grants Department to Destroy (Shred) Grant Related Documents That Are Past Their Retention Requirement Dates: Trecost moved to approve. Commission concurred.
13. Review – Discuss - Consider Budget Revision to Current 2021-2022 for Prosecuting Attorney's Office: Trecost moved to approve. Commission concurred.
    From:
    405-214 Travel $1,400.
    To:
    405-223 Professional Services $1,250.
    405-341 Materials & Supplies 150.
    $1,400.
14. Review – Discuss – Consider Budget Revisions --- General County: Trecost moved to approve. Commission concurred.
15. Review – Discuss – Consider Budget Revisions from Sheriff: Trecost moved to approve. Commission concurred.
16. Review – Discuss – Consider RFP for New Animal Control Facility: Trecost moved to approve with a proposal by August 12th and a design date by September 23rd. Trecost amended his motion to remove the dates and proceed. Commissioner Hinkle amended the motion have the architects submit their letter of interest to the Commission by August 12th. Commission concurred.
17. Review – Discuss - Consider RFP for Farm Facility, Property Use and Disposition Feasibility Study: Laura Pysz, County Administrator, spoke on the RFP. Commissioner Trecost spoke on the ten acres for the complex summarized in the RFP from the agenda

packet. Trecost moved to have the RFP by August 12th and design complete for review by September 23rd. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried. Hinkle moved to add parcel 11.3, District 16, Map 290, 52 acres, owned by the Development Authority and parcel 11.4, District 16, Map 290, 16.63 acres, all off of 279. Commissioner Hinkle would also like to include over fifty acres coming available in Spelter. There was discussion getting with the Development Authority during one of their meetings regarding the fifty two acres off of 279. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against.

18. Administrator's Report: Laura Pysz gave an update on Enlarged Hepzibah PSD. Ms. Pysz advised that budget revisions have been approved by the Auditor. Ms. Pysz explained that end of Fiscal Year is underway so getting in contact with the Bookkeeping department is going to be slower and sending them an email is a better form of communication right now.

19. Commissioner Comments – Questions: Commissioner Trecost wants Laura Pysz to get with Amy Wilson on jobs at Harvest Medical. Commissioner Hinkle asks for Trey Simmerman and Laura Pysz to review past agreement between the Solid Waste Authority and the Commission. Commissioner Hinkle spoke about Harvest Medical. Commissioner Hinkle would like the intent of the Commission regarding Harvest Medical placed on the agenda for next week.

With no further business to come before the Commission, meeting adjourned.

_____ _____

Susan Thomas, President Date

August 3, 2022

5-A

Date of Meeting	August 3, 2022		
Work Order Number	Vendor Name	Amount of Invoice-Quote	Description
39335	OpAns	$1,800.00	Lab Confirmations/Comm.Corr
39977	Truist Bank	$650.44	Meal, Fuel, Travel/Deputies
39977	Powerwash Brothers	$1,875.00	Exterior Cleaning/911 Center
39979	Marsh Hardware & Builder Supply	$302.55	Supplies/Summit Park/Park&Rec
39984	Taylor Enterprise	$400.00	Transfer K-9 Kennel/Law Enfor
39985	Amazon.com	$20.98	Adapter Cable/IT Department
39989	AT&T Mobility	$120.72	LPR&Equipment/Law Enforce
39990	Lowe's Home Center	$110.00	Energy Express/Park&Rec
39991	Mid Atlantic Customer (Kroger's)	$318.73	Food for Playgrounds/Park& Rec
39992	Truist Bank	$591.63	Meal, Fuel, Travel/Deputies
39994	Truist Bank	$527.05	Meal, Fuel, Travel/Deputies
39996	Brenda Vernon	$10.18	Mileage Reimburstment
39997	Elizabeth Keough	$10.18	Mileage Reimburstment
39998	Appalachian Tire Products,Inc	$1,349.44	Tires Restock County Garage
39999	A-1 Exterminating Co	$50.00	Pest Control/ Animal Control
40003	Ace Aggregates	$8,080.40	Stone Rail Trail / Shinnston
40004	Advance Auto Parts	$274.97	Automobile Parts/County Garage
40005	Advance Auto Parts	$21.84	Automobile Parts/County Garage
40006	The Thrasher Group	$1,000,000.00	City of Stonewood/ARPA Fund
40007	Amtower Auto Supply	$118.58	Automobile Parts/County Garage
40008	Chenoweth Ford	$2,909.94	Automobile Parts/County Garage
40009	City of Clarksburg	$163.78	Postage Reimbursement
40010	Marsh Hardware & Builder Supply	$71.95	Parking Space /Park&Rec
40011	Clarksburg Water Board	$79.77	Service 633 W. Pike St.
40012	Climatrol, Inc	$335.00	HVAC Repairs/Public Safety Bldg
40013	Dominion Energy WV	$63.87	Service Various Locations
40014	FedEX	$68.79	Postage Courthouse
40015	Fisher Auto Parts	$269.69	Automobile Parts/County Garage
40016	Fisher Auto Parts	$117.01	Automobile Parts/County Garage
40017	Hafoca Corporation	$59.76	Maintenance Supplies/Courthouse
40018	A-1 Exterminating Co	$75.00	Pest Control / 911
40019	UniFirst Corportation	$64.05	Carper Runner Rental/911
40022	Vertical Transport Consulting	$301.69	Elevator Inspection Senior Center
40023	Advantage Technology	$3,240.00	410 Mircosoft Licenses
40024	MCM Business System	$1,919.60	40 Cs of8.5 X 11CopyPaper Courthouse
40025	Commerce District at Charles Pointe	$342.88	Monthly Association Dues/911
40026	Steptoe & Johnson	$5,241.75	NCWV Airport TIF
40027	Hart Office Solutions	$570.22	Various Copier Rentals/ Courthouse
40028	Hart Office Solutions	$174.03	Copier Rental / 911
40029	Harry Green	$105.95	4 Wheel Alignment
40031	Fair Towing Inc.	$234.02	Vehicle Search/ Law Enforce
40034	James & Law	$46.62	Supplies /Energy Express/Parks&Rec

August 3, 2022

40035	Truist Bank	$357.26	Meal, Fuel, Travel/Deputies
40036	Mon Power	$16.39	Service Spelter Park
40037	Mon Power	$23,376.69	Service Courthouse/Annex
40038	Mon Power	$44.65	Service Firefighters Training Bldg
40039	New Beginnings Church	$618.00	Upkeep Good Hope Ballfield
40040	Paramount Safety Supplies	$31.27	Maintenance Supplies/Courthouse
40041	Panhandle Cleaning & Restoration	$330.00	BotaniClean/Covid Disinfanct Spray
40042	Posey's Auto Wrecking	$35.00	Automobile Parts/County Garage
40043	R D Wilson	$2,493.92	Restock Janitoral Supplies
40045	Buckeye Dent Remover	$630.60	Dent Repair /Sheriff's Truck
40046	State Electric Supply	$377.68	Maintenance Supplies/Courthouse
40049	Lowe's Home Center	$22.12	Replacement Lock PK Tower/911
40050	MedExpress Urgent Care	$124.00	Randon Screenings/911
40051	Frontier Communication	$76.00	Data Circuits/911/PK Tower
40056	Trac Solutions	$3,828.50	Monitoring Fees/Home Confin
40057	Lowe's Home Center	$713.76	Supplies/Comm. Corrections
40059	Div. of WV Justice & Community	$44.00	LS/CMI Usage/Comm.Corr.
40060	Dunlap Contracting	$14,840.00	West Milford/ARPA Funds
40062	Exponent Telegram	$452.88	Legal Ads/ Law Enforcement
40064	Truist Bank	$384.69	Meal, Fuel, Travel/Deputies
40066	Lowe's Home Center	$9.49	Replacement Gas Can Cap/911
40067	MCM Business System	$75.99	Copier Staples/Park&Rec.
40074	Sandy's True Value	$20.98	Sign for Parkking/Park&Rec
40075	Advance Auto Parts	$95.40	Shop Supplies /County Garage
40076	Appalachian Tire Products,Inc	$2,278.68	Shop Supplies /County Garage
40077	Amtower Auto Supply	$31.14	Shop Supplies /County Garage
40078	Bruceton Petroleum Co.	$15,051.98	3993.7 Gallons of Reg. Unleaded Gas
40079	Casto Technical Services	$285.00	HVAC Repairs/Senior Center
40080	Chenoweth Ford	$337.28	Automobile Parts/County Garage
40081	Chenoweth Ford	$413.50	Automobile Parts/County Garage
40082	City of Clarksburg	$268.42	Postage Reimbursement
40083	County Club Chrysler	$320.96	Automobile Parts/County Garage
40084	Brenda Hinkle	$244.46	Mental Health Services
40085	Dominion Energy WV	$34.06	Service Animal Control
40086	Fisher Auto Parts	$588.99	Automobile Parts/County Garage
40087	Frontier Communication	$369.90	Phone Service Various Locatons
40088	Frontier Communication	$928.22	Phone Service / 911/ Taylor Co
40089	Frontier Communication	$447.08	Phone Service Various Locatons
40090	Hillbilly Truck Repair	$82.47	Towed Vehicle to Garage
40091	Tara Hodge	$11.16	Travel Reimbursement/Animal Control
40092	John Deere Financial	$189.99	Weed Killer/Community Corr.
40093	LexisNexis Matthew Bender	$29,325.97	Code Books/Courthouse
40094	Lowe's Home Center	$17.09	Shop Supplies /County Garage
40095	MCM Business System	$630.00	Various Copier Rentals/Courthouse
40096	MCM Business System	$258.00	Copier Rental/Park & Rec.
40097	Mon Power	$278.91	WVU Extension Office

40098	Mon Power	$713.77	Service Shinnston Tower
40099	Mon Power	$1,444.21	Service Various Locations
40100	MVB Bank	$6,222.12	609 W. Main St. Property
40101	Pace Shredding	$394.80	Shredding Service /Courthouse
40102	Town of Nutter Fort	$438.97	Water&Waste Collection/ PSB
40103	Truist Bank	$50.00	Board of Veterinary/Animal Control
40104	Universal Engineering & Contracting	$747.25	Serviced Generator/Park&Rec.
40105	U S Cellular	$189.01	Cell Service/County Commission
40106	Whaley Distributing	$109.32	Shop Supplies /County Garage
40107	WV Fitness 24	$672.00	Wellness for June 2022
40108	Xerox Corporation	$351.19	Copier Rental /County Clerk
40109	Thomson Reuters - West	$517.31	Online Software Subscription
40111	Harrison County Senior Citizens Center	$95,000.00	Semi Annual Levy Fund Allocation
40112	Susan Dew Memorial Clinic	$17,750.00	1st Quarter Allotment 2022
40113	Health Access	$17,750.00	1st Quarter Allotment 2022
40114	HC Economic Development Corporation	$7,500.00	1st Quarter Allotment 2022
40115	Harrison Clarksburg Health Department	$48,449.00	1st Quarter Allotment 2022
40118	North Central WV Airport	$250,000.00	Contribution
40119	North Central WV Airport	$100,000.00	Contribution
40120	Canon Financial Services	$1,982.57	Copier Rental/Courthouse
40121	Canon Financial Services	$220.28	Copier Rental/OEM Office
40122	Harrison County Child Advocacy Center	$7,500.00	1st Quarter Allotment 2022
40124	UniFirst Corportation	$642.45	Carpet Runner Rentals/Maintenance CH
40125	Mon Power	$629.30	Service Salem Tower
40126	Lowe's Home Center	$70.95	Maintenance/Outside Worker
40127	Sandy's True Value	$59.03	Maintenance Supplies/Courthouse
40131	Benny's Boot Hill	$134.91	Safety Toe Shoes/Deputy Hall
40132	TLG Printing Services	$15.00	Business Cards/Law Enforce
40133	Hart Office Solutions	$1,899.07	Toner Cartridges/Law Enforce
40134	Truist Bank	$58.51	Meal, Fuel, Travel/Deputies
40136	Uline.com	$96.00	Plotter Paper/Planning Dept.
40137	Hart Office Solutions	$211.98	2 Printer Cartridges/911
40138	Fubar Enterprises	$75.00	Repair Grille Lights/Law.Enfor
40139	Command Communications	$289.85	Radio Mic /Law Enforcement
40141	Quick N Clean Power Wash	$452.93	Pressur Washed 609 W.Main
40142	Biddle Consulting Group	$2,995.00	Online Testing Subscription/911
40144	MCM Business System	$1,049.97	Toner Cartridges/Assessor's
40145	Reclaim Property	$550.00	Training/ James Richard/Planning
40146	Reclaim Property	$550.00	Training /Robert Leonard/Planning
40147	Liberty Distributors Inc.	$218.31	Vacuum Sweeper Belts/Courthouse
40148	MCM Business System	$439.98	Toner Cartridges/Assessor's
40149	Mid Atlantic Customer (Kroger's)	$143.63	Food for Playgrounds/Park& Rec
40150	Reynoldsville Fire Department	$7,203.68	Reimbursement for Truck Paymen
40151	Nelson Mullins Riley	$2,169.00	Robinson Grand Performing Arts Center
40152	Simmerman Law Office	$16,481.12	General Advice/Commission
40153	Simmerman Law Office	$2,120.00	General Advice/Planning

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40154	Simmerman Law Office	$1,640.00	General Advice/Rail Trail
40155	Simmerman Law Office	$1,320.00	General Advice/Parks&Rec.
40156	Liberty Distributors Inc.	$1,453.00	Restock Janitoral Supplies
40157	Gina Jones	$157.50	Travel Reimbursement/Grants
40158	Audubon Animal Clinic	$2,653.00	Spay/Neutering Services/Grant
40159	Mon Power	$2,067.92	Service Various Locations
40160	Frontier Communication	$331.23	Phone Service/Courthouse
40161	West Virginia Network	$5,400.00	Service Agreement OZ Support
40162	MCM Business System	$99.98	Toner Cartridges/Assessor's
County Clerk	Hart Office	$820.00	Printer Cartridges
County Clerk	The Exponent Telegram	$221.74	Legal Ads
County Clerk	Amazon.com	$29.56	Office Supplies
	Total	$1,747,231.99	

6-A
See Exhibit A

Exhibit A Exonerations

A. PP – 194 Berardi, Carmine G. & Alberta (Bland)
B. PP – 195 Bramer, Arnold J. & Connie L.
C. PP – 196 Carlucci, John R. Jr.
D. PP – 197 Chipps, David L. & Alevenia Dian
E. PP – 198 Coffman, Scott & Kristin
F. PP – 199 Dunlop, Nellie Shirle
G. PP – 200 Fragman, Ron A.
H. PP – 201 Robinson, Bill Scott
I. PP – 202 Robinson, Bill Scott
J. PP – 203 Smith, Gloria K.
K. PP – 204 Gain, Timothy S.
L. PP – 205 Gonzalez, Ronald Lee & Sandra Louise
M. PP – 206 Gonzalez, Ronald Lee & Sandra Louise
N. PP – 207 Hardesty, Phyllis J.
O. PP – 208 Heater, William H. II
P. PP - 209 Homonnay, Jill M.
Q. PP – 210 Jarmon, Joseph F. & Jamie Rae
R. PP - 211 Linger, Kenneth J.
S. PP - 212 Rebook, Donald J. & Angela
T. PP - 213 Steptoe, Robert M. Jr.
U. PP - 214 Vance, Kent Duane
V. PP - 215 Walton, Richard D. & Barbara

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EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **BERARDI CARMINE G & ALBERTA (BLAND)** whose address is, 83 BRIDGE ST SHINNSTON, WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **18590** on **2020 Kia Optima**, Class **3/4** in **CLAY-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **9680**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **8910**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2020 Kia, the vehicle is assessed to Alberta on account # 3037624. Exonerate a value of 8910 at a class 3 rate of levy to correct the overcharge. Please remove the 20 kia opti (8910) from the vehicle description. Please remove Alberta's name from tax ticket.

District: **05 - CLAY-OUTSIDE**
Account No. **3001816**
Ticket No. **506431**
Tax Year **2022**

Amount Exonerated: $209.99

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph A Romano

ASSESSOR

PP 195

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **BRAMER ARNOLD J & CONNIE L** whose address is, 71 MEADOWCREST LN BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **10815** on **2003 Buick Century**, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **10005**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **810**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2003 Buick, the vehicle was gone prior to July 1, 2021. Exonerate a value of 1350 at a class 3 rate of levy to correct the overcharge. Please remove the 03 Buic (1350) from the vehicle description.

District: **15 - SIMPSON-OUTSIDE**
Account No. **1176051**
Ticket No. **1176051**
Tax Year **2022**

Amount Exonerated: $19.09

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph L Romano

PP 196

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **CARLUCCI JOHN R JR** whose address is, 3134 JOSEPH ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **4752** on **2004 Coach trailer**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **2280**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **2472**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2021**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed on the 2004 Coach Trailer. The trailer is assessed on his real estate. Exonerate a value of 2472 at a class 3 rate of levy to correct the overcharge. Please remove the 04 Coac Trlr (2472) from the vehicle description.

District: **07 - COAL-OUTSIDE**
Account No. **3068598**
Ticket No. **509558**
Tax Year **2021**

Amount Exonerated: $57.57

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph A Romano

ASSESSOR

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EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **CHIPPS DAVID L & ALEVENIA DIAN** whose address is, 170 PATTERSON FORK RD SALEM, WV 26426, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **6780** on **2003 Pontiac**, Class **3/4** in **TENMILE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **6210**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **570**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed on the 2003 Pontiac, the vehicle is assessed to parents on # 3080712. Exonerate a value of 570 at a class 3 rate of levy to correct the overcharge. Please remove the 03 Pont Mont (570) from the vehicle description.

District: **18 - TENMILE-OUTSIDE**
Account No. **3068352**
Ticket No. **526064**
Tax Year **2022**

Amount Exonerated: $13.43

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph A Romano

ASSESSOR

PP 198

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **COFFMAN SCOTT & KRISTIN** whose address is, PO BOX 262 SALEM, WV 26426, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **12750** on **2015 DODGE RAM**, Class **3/4** in **TENMILE-SALEM**, Harrison County, West Virginia, which should have been assessed at **2205**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **10545**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2021**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2015 Dodge, the vehicle was not titled until June 2021. Exonerate a value of 10545 at a class 4 rate of levy to correct the overcharge. Please remove the 15 dodg ram (10545) from the vehicle description.

District: **19 - TENMILE-SALEM**
Account No. **3068742**
Ticket No. **1900000123**
Tax Year **2021**

Amount Exonerated: $298.30

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

Joseph A Romano

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EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DUNLOP NELLIE SHIRLE** whose address is, 103 VALLEY DR BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **14025** on **2013 Toyouta Prius**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **10635**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **3390**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2013 Toyota, the vehicle was sold May 2019. Exonerate a value of 3390 at a class 4 rate of levy to correct the overcharge. Please remove the 13 Toyo Priu (3390) from the vehicle description.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **1689355**
Ticket No. **922227**
Tax Year **2022**

Amount Exonerated: $104.20

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

Joseph A Romano

ASSESSOR

PP 200

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **FRAGMAN RON A** whose address is, 326 GLEN AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **7809** on **1988 Boat and Boat Trailer**, Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **7125**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **684**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed on the 1988 boat and trailer, they were sold March 2021 per bill of sale. Exonerate a value of 684 at a class 4 rate of levy to correct the overcharge. Please remove the 88 Lund BTMT (564) & 88 Boat TRLR (120) from the vehicle description.

District: **08 - COAL-CLARKSBURG**
Account No. **2216587**
Ticket No. **511851**
Tax Year **2022**

Amount Exonerated: $21.25

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph A Romano

ASSESSOR

PP 201

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **ROBINSON BILL SCOTT** whose address is, PO BOX 4095 CLARKSBURG, WV 26302, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **27903** on **2012 Ford F250**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **21153**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **6750**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2021**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2012 Ford, the vehicle was traded for the 2018 Ford also reported. Exonerate a value of 6750 at a class 4 rate of levy to correct the overcharge. Please remove the 12 Ford F250 (6750) from the vehicle description.

District: **03 - CLARK-CLARKSBURG**
Account No. **2327707**
Ticket No. **904817**
Tax Year **2021**

Amount Exonerated: $207.82

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph A Romano

ASSESSOR

PP202

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **ROBINSON BILL SCOTT** whose address is, PO BOX 4095 CLARKSBURG, WV 26302, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **27903** on **2012 Ford F250**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **21153**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **6750**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2012 Ford, the vehicle was traded for the 2018 Ford also reported. Exonerate a value of 6750 at a class 4 rate of levy to correct the overcharge. Please remove the 12 Ford F250 (6750) from the vehicle description.

District: **03 - CLARK-CLARKSBURG**
Account No. **2327707**
Ticket No. **504780**
Tax Year **2022**

Amount Exonerated: $209.71

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph L Romano

ASSESSOR

PP 203

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **SMITH GLORIA K** whose address is, 127 BLUEBIRD DR WALKERSVILLE, WV 26447, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **17758** on **VEHICLES**, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **17758**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed for the 2022 tax year, taxpayer lived and is assessed in Lewis County. Cancel this ticket and mark improper for the 2022 tax year.

District: **15 - SIMPSON-OUTSIDE**
Account No. **1492904**
Ticket No. **521048**
Tax Year **2022**

Amount Exonerated: $418.52

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph L Romano

ASSESSOR

PP204

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **GAIN TIMOTHY S** whose address is, 2732 BUFFALO CREEK RD LOST CREEK, WV 26385, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **12786** on **1994 Fleetwood Mobile Home**, Class **2** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **12786**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed fot the Fleetwood Mobile Home, it was owned by landowner and assessed to him. Cancel this ticket and mark improper for the 2022 tax year.

District: **20 - UNION-OUTSIDE**
Account No. **3060073**
Ticket No. **528918**
Tax Year **2022**

Amount Exonerated: $150.67

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

PP214

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **VANCE KENT DUANE** whose address is, 209 LONG ST ENTERPRISE, WV 26568, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **29295** on **2011 Keystone**, Class **3/4** in **CLAY-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **21195**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **8100**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2011 Keystone, the vehicle is located and assessed in Randolph County. Exonerate a value of 8100 at a class 4 rate of levy to correct the overcharge. Please remove the 11 Keys Mont (8100) from the vehicle description.

District: **05 - CLAY-OUTSIDE**
Account No. **1422491**
Ticket No. **508182**
Tax Year **2022**

Amount Exonerated: $190.90

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

pp 2/5

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **WALTON RICHARD D & BARBARA** whose address is, 538 BROADWAY AVE BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **31675** on **2017 Palamino**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **26095**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **5580**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2017 Palamino Camper, the camper was located and assessed in Taylor County. Exonerate a value of 5580 at a class 4 rate of levy to correct the overcharge. Please remove the 17 Pala Puma (5580) from the vehicle description.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3041045**
Ticket No. **525256**
Tax Year **2022**

Amount Exonerated: $171.51

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

6-B See Exhibit B.

Exhibit B Corrective Tickets

A. PP 78 Fox, Christopher R.

B. PP 79 Wilson, Patrick C. & Kalie R.

pp 79

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **WILSON PATRICK C & KALIE R** whose address is, 126 VISTA DR BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **34225** on **2003 Carr Trailer and 2018 Ford F150**, Class 3/4 in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **38683**, in and for the year **2022**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taes so assessed in and for the year **2022**, as described below, be so ordered.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 03 Carrier trailer and the 2018 Ford F150, should have reported the 2019 Ford and the 2019 Bravo Trailer. Create a ticket value of 38683 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 06 Flee Dest (1020) 21Kia Tell (17335) 19 Ford F150 (17325)(1FTEW1E4XKFA94006) 19 Bravo Trlr (3003)(542BB1228KB025845).

District **16 - SIMPSON-BRIDGEPORT**
Account No. **3065208**
Ticket No. **525392**
Tax Year **2022**

Amount Exonerated: **$1051.94**
Corrected Ticket Amount: **$ 1188.96**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

PP78

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 03rd day of August, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **FOX CHRISTOPHER R** whose address is, PO BOX 265 ANMOORE, WV 26323, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **13821** on **13 Chevy Silverado & 1998 Mobile Home**, Class 3/4 in **SIMPSON-ANMOORE**, Harrison County, West Virginia, which should have been assessed at **13821**, in and for the year **2022**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taes so assessed in and for the year **2022**, as described below, be so ordered.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed at a class 4 on the mobile home, the mobile home should be class 2. Create a ticket value of 6126 at a class 2 rate of levy and a value of 7695 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers.

District **17 - SIMPSON-ANMOORE**
Account No. **3009289**
Ticket No. **525549**
Tax Year **2022**

Amount Exonerated: **$394.84**
Corrected Ticket Amount: **$ 307.33**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph L Romano

ASSESSOR

6-C see Exhibit C

EXHIBIT C

JOINT PROPERTY APPLICATION

AP 9 Kevin Wentz & Mendi B.

App

NOTICE OF APPORTIONMENT OF JOINTLY OWNED MOTOR VEHICLES

WEST VIRGINIA CODE § 11-5-14 STATE OF WEST VIRGINIA COUNTY OF HARRISON

I, Joseph R "Rocky". Romano, Assessor of Harrison County, having been presented with a certified copy of a final divorce order entered under provisions of section fifteen, article two, chapter forty-eight of the West Virginia Code, do hereby apportion the assessment of the taxes owed on jointly owned motor vehicles involved in the divorce order and awarded exclusively to be titled one or more in the name of the husband and one or more in the name of the wife as follows:

Applicant Mendi Wentz

Deputy: C Boggus

ORIGINAL TICKET

Account 2426850 **Ticket** 911135 **Year** 2021 **Name** Wentz Kevin & Mendi B **Tax** $ 1058.10

Section I:

Husband Name Kevin Wentz

(A) Account 2426850 **Ticket** **& Address** 487 Hornor Ave Clarksburg WV 26301-3600

17 Ford F150			
(1FTEW1EFXHFB87795)	$14,910	2.3288%	$347.22
19 Harl Flrt			$0.00
(1HD1MCP1XKB860356)	$11,160	2.3288%	$259.89
			$0.00
			$0.00
TOTAL ASSESSED	$26,070	2.3288%	$607.12

Wife Name Wentz Mendi B

(B) Account 3080676 **Ticket** **& Address** 984 Wilsonburg Rd Clarksburg WV 26301-6510

DESCRIPTION (Include VIN#)	ASSESSMENT	TAX RATE	TAX AMOUNT
18 Jeep Wran			
(1C4HJXFG9JW102344)	$19,365	2.3288%	$450.97
TOTAL ASSESSED	$19,365	2.3288%	$450.97

Section II:

Filed with the county commission this 29th day of JULY, 2022

Joseph R. "Rocky". Romano, Assessor

Section III:

The county commission of Harrison County does hereby order the apportionment of the assessment of taxes as determined and set forth by the county assessor in Section I of this notice.

County Commissioner County Commissioner County Commissioner

Section IV:

Certified to the sheriff this _____ day of _____, _____.

Clerk of the Harrison County Commission

7-A

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

The County Commission of Harrison County
(West Virginia)
Tax Increment Revenue and Refunding Bonds
(Charles Pointe Project No. 2- North Land Bay Improvements)
Series 2008 A

To: UMB Bank
120 South Sixth Street Suite 1400
Minneapolis, MN 55402

REQUISITION FOR PAYMENT NO. (08/03/22)

THE COUNTY COMMISSION OF HARRISON COUNTY (the "Issuer"), by its duly Authorized Representatives, hereby certifies, in connection with this Requisition for Payment from Series A Administrative Expense Fund (the "Requisition") under a Development Agreement for the above captioned bonds (the "Series 2008 A Bonds"), dated March 5, 2008 (the "Development Agreement") between the Issuer and the Developer, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Development Agreement or the Indenture of Trust for the Series 2008 A Bonds, dated March 5, 2008 as supplemented and amended (the "Series 2008 A Trust Indenture") between the Issuer and UMB Bank as substitute trustee under the Series 2008 A Trust Indenture.

2. The amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund is necessary to pay Administrative Expenses incurred during the preceding six month period.

3. The amount requested to be disbursed from the Series A Administrative Expense Fund by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Series 2008 A Trust Indenture and Development Agreement, and (b) is an authorized expenditure under the Project Plan and the Act.

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **$1,242.33.**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$1,242.33.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $ -0- is to be paid to the Developer as reimbursement to the Developer for an invoice or statement previously paid by the Developer to an entity that is not affiliated with the Developer; and

(b) **$1,242.33** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **3rd day of August, 2022**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

UMB Bank	Invoice #926771	Dated: 07/21/2022	$1,242.33
	Total		**$1,242.33**

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 926771

Invoice Date:	**July 21, 2022**
Account Number:	**141961.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

County Commission of Harrison Cnty
President
301 West Main St
Clarksburg, WV 26301

Billing Period:	**June 1, 2022 through June 30, 2022**
Prior Balance:	$3,398.66
Payments Received as of July 21, 2022	$1,109.33
Adjustments	$ 0.00
Outstanding Balance:	$2,289.33
Current Billing Period:	
Current Period Fees	$1,242.33
Total Fees Due	$3,531.66

Remittance Stub
Billing Period 06/01/2022 - 06/30/2022

Account Number:	141961.1
Invoice Number:	926771
Remit Balance	$3,531.66

Payment Due Upon Receipt

County Commission of Harrison Cnty
President
301 West Main St
Clarksburg, WV 26301

☐ Check Enclosed $_____

Mail Payments To:
UMB Bank, N.A.
Attn: Trust Fees Department
P O Box 414589
Kansas City, MO 64141-4589

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	926771
Attention	Fee Processing

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 926771

Account Detail
Charles Pointe Project 2008AB

Account Number: 141961.1

Administrative Fees

Administration Fee	$458.33
Administrative Fees Total	**$458.33**

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Administration Fees		0.50	520.00	260.00		
	Default Specialist		0.80	655.00	524.00		784.00
Volume Based Total:			**1.30**				**784.00**
Transaction Fees Total							**$784.00**

Account Total **$1,242.33**

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 926771

Statement of Receivables

Reflects Only Those Payments Received And Applied As of July 21, 2022

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
924081	June 21, 2022	May 1, 2022 to May 31, 2022	2,289.33	30 days
	Total Balance Due		**2,289.33**	

8-A

HARRISON COUNTY BUILDING COMMISSION
LEASE REVENUE BONDS
SERIES 2020
(GENERAL SERVICES ADMINISTRATION BUILDING PROJECT)

REQUISTION FORM

WesBanco Bank Incorporated
Attn: Corporate Trust Department
One Bank Plaza
Wheeling, West Virginia 26003

Ms. LaShawnda K. Fogle

You are authorized to make the following disbursement from the Acquisition Fund maintained under that certain Bond Indenture and Security Agreement dated as of October 1, 2020, by and between the Harrison County Building Commission and WesBanco Bank, Incorporated as Trustee:

1) Requisition Number: #71
2) Silling Associates, Inc.
   P.O. Box 3442
   Charleston, WV 25334

3) Amount: $14,285.98

A. The expense listed above has been incurred as a Cost of the Project, is properly chargeable against the Acquisition Fund, is due and unpaid, and has not been the basis of any previous disbursement.

B. The total obligation on account of which the payment requested herein is to be made is a total of $14,285.98 of which $ 0.00 has previously been paid, and $14,285.98 remains outstanding with above amount now due and payable.

C. If applicable, a copy of the invoice relating to this payment is attached, and a description of the work, materials or equipment is attached. There are no vendors', mechanics' or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned therein are made, or which will not be discharged before the payments as requisitioned therein are made, or which will not be discharged by such payment.

D. That the work, material or other purchased item to which the payment relates has been accomplished, delivered or installed in a manner satisfactory to the County.

E. Funds remaining in the Acquisition Fund are sufficient to complete acquisition, construction, equipping and improvement of the Project.

F. The Trustee shall have no duty to make any investigation of this Requisition, invoices and/or statements attached hereto, but may accept the same as conclusive evidence of the

accuracy of this Requisition. Trustee may rely in good faith on this Requisition signed by an Authorized Lessee Representative and that said document is believed to be genuine.

Dated this the ____ day of _____, 20 ____.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By: _____

Its: _____

Schedule I for Requisition #71

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Reimbursement to Issuer or Harrison County Commission:

	Vendor	Description of Expense	Payment Date	Amount
a.				
b.				
c.				
d.				
e.				
f.				
Total				$ -

(2) Payments to Third Party Payees or Other Vendors:

	Vendor	Description of Expense	Approval Date	Amount
a.	Silling Associates, Inc	Site Work	27-Jul-22	$14,285.98
b.				
c.				
d.				
e.				
f.				
Total				$ 14,285.98

(3) Total amount of disbursements pursuant to this Requisition: $ 14,285.98

The items listed for reimbursement listed above in Section 1 & Section 2 are supported by attached copies of invoices or statements.

Approval Signature

Date

SILLING
ASSOCIATES, INC

RECEIVED
JUL 13 2022
HARRISON COUNTY
COMMISSION

Please remit to
PO Box 3442
Charleston, WV 25334

Harrison County Commission
301 West Main Street
Clarksburg, WV 26301
Laura Pysz

Invoice number 5890
Date 07/08/2022

Project **Harrison County General Services Administration Building**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
GSB Schematic Design	198,450.00	100.00	198,450.00	198,450.00	0.00
GSB Design Development	264,600.00	100.00	264,600.00	264,600.00	0.00
GSB Construction Documents	463,050.00	100.00	463,050.00	463,050.00	0.00
Additional Services - Design Change Order	33,500.00	100.00	33,500.00	33,500.00	0.00
Additional Services - Demolition Package	5,750.00	100.00	5,750.00	5,750.00	0.00
GSB Bidding & Negotiations	66,150.00	100.00	66,150.00	66,150.00	0.00
GSB Construction Administration	330,750.00	89.32	281,137.50	295,423.48	14,285.98
Total	1,362,250.00	97.41	1,312,637.50	1,326,923.48	14,285.98

Invoice total **14,285.98**

Approved by:

Thomas M. Potts
Principal

Payment Due 30 Days From Invoice Date

8-B

HARRISON COUNTY BUILDING COMMISSION
LEASE REVENUE BONDS
SERIES 2020
(GENERAL SERVICES ADMINISTRATION BUILDING PROJECT)

REQUISTION FORM

WesBanco Bank Incorporated
Attn: Corporate Trust Department
One Bank Plaza
Wheeling, West Virginia 26003

Ms. LaShawnda K. Fogle

You are authorized to make the following disbursement from the Acquisition Fund maintained under that certain Bond Indenture and Security Agreement dated as of October 1, 2020, by and between the Harrison County Building Commission and WesBanco Bank, Incorporated as Trustee:

1) Requisition Number: #72
2) State Electric Supply Co.
   2010 2nd Avenue
   P.O. Box 5397
   Huntington, WV 25703

3) Amount: $784.85

A. The expense listed above has been incurred as a Cost of the Project, is properly chargeable against the Acquisition Fund, is due and unpaid, and has not been the basis of any previous disbursement.

B. The total obligation on account of which the payment requested herein is to be made is a total of $784.85 of which $ 0.00 has previously been paid, and $784.85 remains outstanding with above amount now due and payable.

C. If applicable, a copy of the invoice relating to this payment is attached, and a description of the work, materials or equipment is attached. There are no vendors', mechanics' or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned therein are made, or which will not be discharged before the payments as requisitioned therein are made, or which will not be discharged by such payment.

D. That the work, material or other purchased item to which the payment relates has been accomplished, delivered or installed in a manner satisfactory to the County.

E. Funds remaining in the Acquisition Fund are sufficient to complete acquisition, construction, equipping and improvement of the Project.

F. The Trustee shall have no duty to make any investigation of this Requisition, invoices and/or statements attached hereto, but may accept the same as conclusive evidence of the accuracy of this Requisition. Trustee may rely in good faith on this Requisition signed by an Authorized Lessee Representative and that said document is believed to be genuine.

Dated this the ____ day of _____, 20 ____.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By: _____

Its: _____

Schedule I for Requisition #72

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Reimbursement to Issuer or Harrison County Commission:

	Vendor	Description of Expense	Payment Date	Amount
a.				
b.				
c.				
d.				
e.				
f.				
Total				$ -

(2) Payments to Third Party Payees or Other Vendors:

	Vendor	Description of Expense	Approval Date	Amount
a.	State Electric Supply Co.	Supplies for GSA Building	3-Aug-22	$784.85
b.				
c.				
d.				
e.				
f.				
Total				$ 784.85

(3) Total amount of disbursements pursuant to this Requisition: $ 784.85

The items listed for reimbursement listed above in Section 1 & Section 2 are supported by attached copies of invoices or statements.

Approval Signature

Date

STATE ELECTRIC SUPPLY CO.

CUSTOMER FOCUSED, QUALITY DRIVEN

Local (304) 523-7491 Toll Free (800) 624-3417 Fax (304) 528-0243

State Electric Supply Company
2010 2nd Avenue
PO Box 5397
Huntington, WV 25703

INVOICE

CUST #	INVOICE DATE	INVOICE NUMBER
361430	07/20/22	16121435-00
	P.O. NO.	PAGE #:
	GSA	1 of 1

Remit To: State Electric Supply Company
P O Box 890889
Charlotte, NC 28289-0889

BILL TO:

12170 1 MB 0.485 E0078X I0110 D9399614120 S2 P9151312 0001:0001

HARRISON CO COMMISSION
ATTN ACCTS PAYABLE
301 W MAIN ST STE 116
CLARKSBURG WV 26301-2975

SHIP TO:

HARRISON CO COMMISSION
ATTN ACCTS PAYABLE
301 W MAIN ST
CLARKSBURG, WV 26301-2975

INSTRUCTIONS	SHIP POINT	SHIP VIA
	Clarksburg 304-624-7467 1	Cust Pickup

SALES REP	PLACED BY	SHIPPED	TERMS
1374		07/20/22	Net 30 Days

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY U/M	UNIT PRICE		AMOUNT (NET)
	CALL BEFORE ANY DELIVERIES TO THE COURT HOUSE							
1	KANP10SHL	100	0	100	EACH	2.53		253.00
	IOPROX CARD XSF/ 26-BIT WIEGAND STANDARD (MINIMU							
2	Q-T810-LL7-003	1	0	1	EACH	11.58		11.58
	VS 1M LC LC SM DPX PVC FIBER JUMPER							
3	Q-T810-LL7-009	3	0	3	EACH	13.89		41.67
	3-METER 9/125 SM LC-LC DUPLEX FIBER JUMPER							
4	VEL151496	4	3	1	EACH	478.60		478.60
	200YD FLAME RETARDANT VE							

4 Lines Total Qty Shipped Total 105 Total 784.85
Invoice Total 784.85

Visit Our New and Improved Home Page

Navigating the StateElectric.com home page is now easier and more convenient than ever. Learn about the benefits of having an online account and enjoy the user-friendly features. Our improved site is focused on providing the help you need, the products you want, at a time convenient for you.

Visit http://stateelectric.com to enjoy the many improvements today.

Past Due invoices are subject to late charges at the rate of 1 1/2% per month (Annual 18%).
The sale of products and services are subject to sellers standard terms and conditions of sale.
FEIN 55-0384235

Received by:

0001:0001

8-C

HARRISON COUNTY BUILDING COMMISSION
LEASE REVENUE BONDS
SERIES 2020
(GENERAL SERVICES ADMINISTRATION BUILDING PROJECT)

REQUISTION FORM

WesBanco Bank Incorporated
Attn: Corporate Trust Department
One Bank Plaza
Wheeling, West Virginia 26003

Ms. LaShawnda K. Fogle

You are authorized to make the following disbursement from the Acquisition Fund maintained under that certain Bond Indenture and Security Agreement dated as of October 1, 2020, by and between the Harrison County Building Commission and WesBanco Bank, Incorporated as Trustee:

1) Requisition Number: #73
2) Advantage Technology
   950 Kanawha Blvd. E
   Charleston, WV 25301

3) Amount: $7,596.00

A. The expense listed above has been incurred as a Cost of the Project, is properly chargeable against the Acquisition Fund, is due and unpaid, and has not been the basis of any previous disbursement.

B. The total obligation on account of which the payment requested herein is to be made is a total of $7,596.00 of which $ 0.00 has previously been paid, and $7,596.00 remains outstanding with above amount now due and payable.

C. If applicable, a copy of the invoice relating to this payment is attached, and a description of the work, materials or equipment is attached. There are no vendors', mechanics' or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned therein are made, or which will not be discharged before the payments as requisitioned therein are made, or which will not be discharged by such payment.

D. That the work, material or other purchased item to which the payment relates has been accomplished, delivered or installed in a manner satisfactory to the County.

E. Funds remaining in the Acquisition Fund are sufficient to complete acquisition, construction, equipping and improvement of the Project.

F. The Trustee shall have no duty to make any investigation of this Requisition, invoices and/or statements attached hereto, but may accept the same as conclusive evidence of the

accuracy of this Requisition. Trustee may rely in good faith on this Requisition signed by an Authorized Lessee Representative and that said document is believed to be genuine.

Dated this the ____ day of _____, 20 ____.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By: _____

Its: _____

Schedule I for Requisition #73

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Reimbursement to Issuer or Harrison County Commission:

	Vendor	Description of Expense	Payment Date	Amount
a.				
b.				
c.				
d.				
e.				
f.				
Total				$ -

(2) Payments to Third Party Payees or Other Vendors:

	Vendor	Description of Expense	Approval Date	Amount
a.	Advantage Technology	Cameras for GSA Building	3-Aug-22	$7,596.00
b.				
c.				
d.				
e.				
f.				
Total				$ 7,596.00

(3) Total amount of disbursements pursuant to this Requisition: $ 7,596.00

The items listed for reimbursement listed above in Section 1 & Section 2 are supported by attached copies of invoices or statements.

Approval Signature

Date

advantage TECHNOLOGY

950 KANAWHA BLVD E
CHARLESTON, WV 25301
304-342-0796

Quote

No.: **20120**

Date: 07/20/2022

Prepared for:

Harrison County Commission
301 W. Main Street
Clarksburg, WV 26301 U.S.A.

Prepared by: Patrick Marozzi
Account No.: 8893
Phone: (304) 624-8500

Qty.	Item ID	Description	UOM	Sell	Total
3	Verkada	Verkada CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max	EA	$1,332.67	$3,998.01
3	Verkada	Verkada 10-Year Camera License	EA	$1,199.33	$3,597.99

Your Price: **$7,596.00**

Total: **$7,596.00**

Prices are firm until 8/19/2022 Terms: Due On Receipt

Quoted by: Patrick Marozzi, PMarozzi@advantagetech.biz **Date:** 7/20/2022

Accepted by: _____ **Date:**_____

[redacted]

11

COUNTY COMMISSION - Annual Memorandum of Agreement

WEST VIRGINIA UNIVERSITY COOPERATIVE EXTENSION SERVICE AND THE COUNTY EXTENSION SERVICE COMMITTEE

This is the ANNUAL MEMORANDUM OF AGREEMENT for the fiscal year beginning **July 1, 2022**
supplementing the cooperative agreement covering Cooperative Extension work in **Harrison County,**
in accordance with the Code of West Virginia 1931, Chapter 19, Article 8, as amended and reenacted by the 1963 legislature

The Cooperative Extension Service of WVU and the County Extension Service Committee recommend the following budget:

CATEGORY	CURRENT APPROPRIATION	AMOUNT REQUESTED	AMOUNT APPROVED	REMAINS LOCAL	INVOICED BY WVU	INVOICE IF VACANT	DO NOT CROSS LINE ITEMS
				Check the appropriate column for each line		YES OR NO	Check if line item specific
Local Salaries and Fringe (Name and Title)							
Clerical & Program Assist	130,297.00	130,297.00	147,631	X	[redacted]		
Contracted Services (WVU Faculty and Staff)							
Agent Salary Match	$7,500.00	$7,500.00	7,500.00	[redacted]	X		
Program Assistant							
Office Staff							
Contractual (fill in line items as appropriate-refer to instructions for details)							
Travel	$3,000.00	$4,000.00	3,000.00	X		[redacted]	
(222) Dues & Subscription	$400.00	$400.00	400.00	X			
Commodities (fill in line items as appropriate-refer to instructions for details)							
(341) Supplies & Material	$1,564.00	$2,000.00	750.00	X		[redacted]	
Capital Outlay							
(456) Land						[redacted]	
(457) Buildings							
(458) Improvements							
(459) Equipment	$1,000.00	$2,000.00	500.00	X			
TOTALS	$143,761.00	$146,197.00	152,281	$0.00	$0.00		

PLEASE SEE NEXT PAGE FOR SIGNATURE/APPROVAL REQUIREMENTS

Approved by the following member of the County Extension Service Committee at a meeting held on February 11, 2022.

Carolyn Romine | Michael E Dawson | _____
Delores Stuttler | Patsy S. Tearson | _____
William Offerdahl | Michael Daugherty | _____
Michael J Bott | _____ | _____

County Commission APPROVAL

Approved by the County Commission in Harrison County on this _____ day of _____, 20_____

SELECT A BILLING INCREMENT: Annually ☐ Semi-Annually ☐ Quarterly ☐

(If no increment is selected, the default will be to invoice ANNUALLY)

The Harrison County CC invoices should be sent via mail or email to: ☐ ☐

Name: _____

Email Address: _____

Mailing Address: _____

City State Zip _____

_____

President

Original: Extension Business Operations

2nd Copy: County Commission

3rd Copy: County Extension Service Committee

12

[redacted]

Harrison county Fire Chiefs Assn.
735 Genesis Boulevard
Bridgeport WV 26330

19 JUL 2022

Harrison County Commission
301 W. Main St.
Clarksburg WV 26301

RE: 911 Advisory Board Appointment

To Whom It May Concern,

On May 4, 2022 the Fire Chiefs Assn held elections and elected Marcus Shaw as a representative to the 911 Advisory Board replacing Clarksburg Chief Steve Pulice. This will be for a 3 year term. The other members from this organization are Ron Woods (1yr) and Walter Knight (2 yr).

Thank You,

John Elko

John Elko
President HCFCA

Harrison County Fire Chiefs Association

Minutes

May 4, 2022

Mark McClain, Co.1	Walter Knight, Co.3	Daniel McNemar, Co.5
Brian Richards, Co.7	Tim McNemar, Co.8	Matt Mathews, Co.9
Donnie Lindsey, Co.10	Billy Dunn, Co.11	Ron Woods, Co.12
James Greynolds, Co.13	Marcus Shaw, Co.14	John Elko, Co.15
John Chapman, Co.16	Steve Pulice, Co.21	Gregory Pigg, Co.51
Paul Bump, 911		

Meeting called to order, pledge of allegiance followed. MEETING HOSTED BY Summit Park.

Motion to accept the minutes as presented by chief 21, second by chief 13, motion carried.

FFBF: 112,238.54 HCFA: 16,902.74

Bureau Reports: May 5th or May 6th maps will be pushed to CAD. If something doesn't sound right after Monday May 9th, let Paul Bump know as it may relate to the update. Some of the group may have received a phone call about updating rosters of officer and/or firefighters.

Advisory Board: None

Old Business: Chief 15 has been working with Senator Romano to get the LUCAS project moving. $75,000 was requested by Senator Romano from the state. Funds will also be contributed by the chiefs association and the individual departments receiving the units. Having only one person nominated per office a motion was made for the secretary to cast an unanimous ballot by chief 11, second by chief 10, motion carried. Positions for the following term are as follows: President – Chief 15 John Elko, Vice President- Chief 3 Walter Knight, Treasurer – Chief 12 Ron Woods, Secretary- Billy Elko, and Advisory board – Chief 14 Marcus Shaw

New Business: Donations to the family of John Forebush of the Gassaway VFD will be delivered on Saturday May 7th. Any department willing to donate will need to get with Matt Shingleton who will be delivering the donations to the family. Motion to donate $1,000 from the chiefs association to the family was made by chief 12, second by chief 16, motion carried.

Good of The Order: Company 12 will have a SCOTT technician class on June 11, 2022. This class will allow an individual to complete repairs that do not require flow testing. A fee will apply with the class. Chief 10 stated that EMS response is out of control as company 10 had to wait 24 minutes on an ambulance. Chief 15 asked chief 12 if this could be brought to the advisory board. Motion to approach the Ambulance Authority requesting that a representative, Donnie Lindsey, from the chiefs association be on the Ambulance Authority, second by Richards, motion carried.

Motion for adjournment made by Richards, second by Chief 16, motion carried.

Next meeting September 7, 2022: Summit Park to host.

Taylor County Commission

128 West Main Street, Annex 2 ~ Grafton, West Virginia 26354

13

County Commissioners
Orville G. Wright
Tony J. Veltri
Sam Gerkin

Clerk
Georgianna Thompson

July 19, 2022

Harrison County Commission
301 W. Main Street
Clarksburg, WV 26301

RE: 911 Advisory Board Appointment

Dear Commissioners:

The Taylor County Commission held its regularly scheduled meeting on July 19, 2022, with a quorum present. During this meeting, the Taylor County Commission appointed Ryan Roberts, due to the board resignation of R. Wayne Beall. This appointment is effective immediately.

Sincerely,

Tony J. Veltri

Tony J. Veltri
President

14-A

West Virginia
GAS PIPELINE EASEMENT GRANT

FOR THE CONSIDERATION of $ 1.00 and other good and valuable consideration to the Grantor in hand paid, the receipt of which is hereby acknowledged, I/we, Harrison County Commission whose tax mailing address is 301 W. Main Street, Clarksburg, WV 26301 the landowner(s) of the SUBJECT PROPERTY, herein called "Grantor or Owner", hereby grants, conveys and warrants unto Hope Gas, Inc., d/b/a Dominion Energy West Virginia, a West Virginia Corporation with a mailing address of 48 Columbia Blvd., Clarksburg, West Virginia 26301, herein called "Grantee or Operator", its successors and assigns, the perpetual right to enter on the Subject Property described, at any time that it may see fit, and construct, maintain, operate, inspect, conduct necessary tests, repair, replace parallel to, connect to, change the size of (not to exceed 8"), abandon and remove one (1) underground pipeline, , for the distribution of natural gas and other gaseous products over, across, through, and under the lands described in this agreement, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipelines, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

SUBJECT PROPERTY

SITUATED in Grant-Outside District, Harrison County, West Virginia, being a part of the Harrison South Rail Trail system

Bounded substantially by lands now or formerly owned as follows:

North by Harrison South Rail Trail system

East by Mt Clare Volunteer Fire Department Inc

South by Harrison South Rail Trail system

West by Carol Jean Carr

The pipeline laid pursuant to this agreement is to be located within the limits of an easement of a width deemed necessary by the Grantee. During construction of the Grantee's facilities the easement is to be forty (40') feet in width, then reverting to twenty (20') feet in width upon conclusion of said construction. Said easement beginning at a tie in on existing L-393 running parallel with Matheny Hollow Rd thence in a northeasterly direction across Harrison South Rail Trail approximately 50 feet to tie on existing line L-393.

The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements *[such as but not limited to drain tile, fences, driveways, walks, buildings]* in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. The Grantee shall compensate the Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of Grantee's easement area.

Duty to Repair and Maintain. Operator covenants and agrees that it will assume all liability for the maintenance, repair, and remediation of the pipe(s) and appurtenances located in the right-of-way/easement(s).

Depth/Surface Clause. Operator covenants that all pipe shall be layed and buried below plow depth – plow depth defined as at least thirty-six inches (36") below the surface – or if required by development regulations, to a depth beyond at least forty-eight inches (48") below the surface. Although operator shall make all efforts to bury any surface obstructions necessary for Grantee's pipeline right of way operations as granted herein shall be fully fenced.

Nondisturbance. Operator and its employees and authorized agents shall not disturb, use or travel upon any of the land of Owner not subject to this Agreement.

Future development clause. Operator further covenants that it will place no unreasonable restrictions on Owner for construction of future access that crosses the right of way (roads; utility; transportation/gathering lines; etc.) and owner can require that Operator work in an advisory capacity for construction of such items/facilities to minimize damages – with the express understanding that Owner will not build any residential physical structure within the right of way or over pipe situate therein. Further, Owner and Operator agree that Owner has the absolute right to grant other easements within and across the easement area.

Indemnification and Defense. Dominion hereby agrees to protect, defend, indemnify and hold harmless the undersigned of and from any and all damages, claims for damages, demands, suits, recoveries, judgments or executions which may arise or be made, had brought or recovered against the undersigned by reason of or on account of any injuries or damages to persons or property resulting from the right herein granted, except that caused by the sole negligence of Grantor.

Compliance with Law. Operator shall conduct operations and activities in accordance with existing local, state and federal laws, rules and regulations.

Nonassignability. Should Operator exercise its option to assign this agreement to any other entity either in whole or in part, then, upon such assignment, Assignee shall operate in strict compliance with the terms and conditions herein.

Subject to Lease Agreement with State Rail Authority. Operator understands and agree that this use is subject to the Operator complying with all standards and specifications set forth within a Lease Agreement dated November 23, 1998, by and between the West Virginia State Rail Authority and Owner, a copy of which was provided to Operator, including, among others, those provisions set forth within Subsections 3(B) and 3(C) which are fully incorporated herein by reference.

The terms and conditions of that certain "Supplemental Agreement" between Grantor and Grantee dated July 13, 2022, are made a part hereof and incorporated by reference into this instrument, but not recorded herewith

IN WITNESS WHEREOF, Grantor(s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this *GAS PIPELINE EASEMENT GRANT*, by executing this document in Clarksburg, West Virginia, on the _____ day of_____ _____, 20___.

WITNESSES

Sign _____

Print _____

LANDOWNER(S)

Sign _____

Print _____

Its: President-Harrison County Commission

CORPORATE ACKNOWLEDGMENT

STATE OF West Virginia,

COUNTY OF Harrison, **to-wit:**

I, _____, a notary public in and for said County, do certify that _____, who signed the writing above, bearing the date the _____ day of_____ 2022 for Harrison County Commission, a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

WITNESSES

Sign _____

Print _____

HOPE GAS, INC.,
d/b/a DOMINION ENERGY WEST VIRGINIA

Sign _____

Print Adam J Keener

Its: Manager, Gas Operations

STATE OF West Virginia,

COUNTY OF _____, **to-wit:**

I, _____, a notary public in and for said County, do certify that _____, who signed the writing above, bearing the date the _____ day of_____ 2022 for Hope Gas, Inc., d/b/a Dominion Energy West Virginia Inc, a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

DECLARATION OF CONSIDERATION

It is hereby declared: The total consideration paid for the property conveyed by the document to which this declaration is appended is $_____.

Executed the _____day of _____, 20____.

DOMINION HOPE (Grantee), Clarksburg, WV

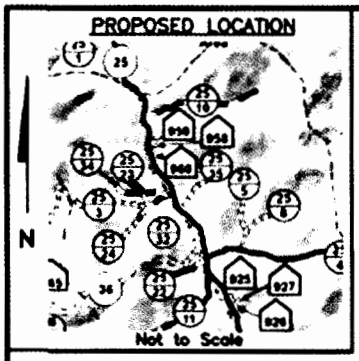
By:_____

One-Call Notification – West Virginia laws require all parties to contact the "ONE-CALL SYSTEM" (currently Miss Utility of West Virginia, Inc., 1-800-245-4848) at least 48 hours before digging or excavating.

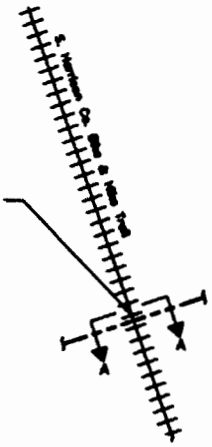
This Instrument Was Prepared By:
Dominion Hope, Revised June, 2001

WV D LP Ext. #8

PROPOSED LOCATION

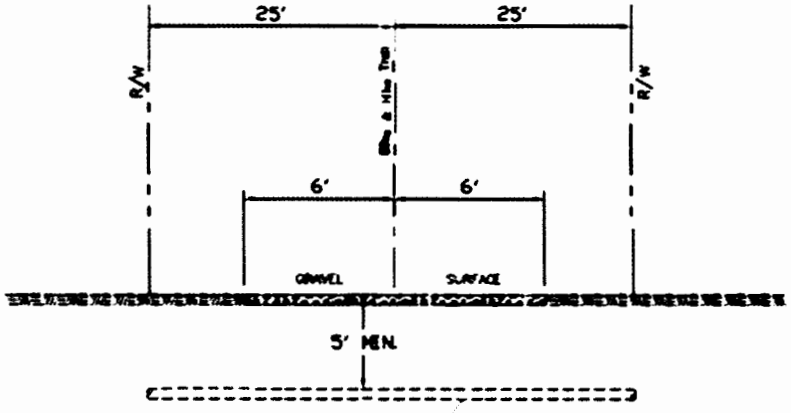


LOCATION SKETCH
Harrison Co. Gen. Hwy. Map
Sheet 2 of 2



N

PLAN VIEW
NOT TO SCALE



SECTION "A" – "A"
NOT TO SCALE

CONSTRUCTION

ESTIMATED CONSTRUCTION TIME:	1 DAY
PIPELINE CROSSING TO BE:	BORED
CROSSING INSTALLED BY:	N/A
PARALLEL LAY TO BE:	N/A
BELLHOLES TO BE:	N/A
TYPE OF TRENCH	N/A
SURFACE TO BE:	RESTORED
TRAFFIC TO BE:	MAINTAINED
M.A.O.P.:	0.75 PSIG

Dominion Hope — FIELD OPERATIONS Clarksburg, WV

REPLACEMENT		L-393	
PROPOSED 4" HDPL PIPELINE CROSSING BIKE & HIKE TRAIL NEAR CO. RTE. 25/22 (MATHENY HLW. RD.)			
GRANT DISTRICT HARRISON COUNTY			
39.216367	-80.346159		
6/27/2022	REM/CJR	401711339	0
CLK	F	CLKF22RT001	

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made and entered into this _____ day of _____, 2022, by and between **Harrison County Commission,** hereinafter referred to as **"Grantor"** and **Hope Gas, Inc., d/b/a Dominion Energy West Virginia,** hereinafter referred to as **"Grantee"**.

WHEREAS, Grantor has entered into that certain Gas Pipeline Easement Grant dated July 13th , 2022, with Grantee (the "Easement"), authorizing the installation of gas pipeline number 4" L-393 (the "Pipeline") to be located paralleling Matheny Hollow Rd situated in Grant-Outside District, Harrison County, West Virginia, crossing part of the Harrison South Rail Trail system, owned by Grantor;

WHEREAS, Grantee, desires to extend existing pipeline under rail trail to service a new customer.

NOW THEREFORE, in consideration of the payment of one dollar ($1.00) to Grantor by Hope Gas, Inc., d/b/a Dominion Energy West Virginia, receipt of which is hereby acknowledged, it is agreed as follows:

1. Grantee hereby agrees prior to commencing construction, shall survey and stake the centerline of the right of way/easement and provide Owner with copies of all engineering and survey documents obtained by Operator.

2. Grantee hereby agrees that unless Owner otherwise agrees in writing, upon termination of any of Operator's operations on Owner's land, Operator shall fully restore and level the surface of the land affected by such operations as near as possible to the contours which existed prior to such operations. Operator shall use water bars and such other measures as appropriate to prevent erosion and nonsource pollution. Operator shall fully restore all private roads, gates and drainage and irrigation ditches disturbed by Operator's operations as near as possible to the condition which existed prior to such operations. All surface restoration shall be accomplished to the reasonable satisfaction of Owner.

3. Grantee hereby agrees that all reseeding shall be done with suitable grasses selected by Owner and during a planting period selected by Owner. Reseeding shall be done at the rate of twelve (12) pounds of seed per acre for range land, and an amount to be determined by Owner for irrigated ground. It shall be the duty of Operator to ensure that a growing ground cover is established upon the disturbed soils and Operator shall reseed as necessary to accomplish that duty. It shall further be the duty of Operator to inspect and control all noxious weeds as may become established within areas used or disturbed by Operator. Operator shall inspect disturbed areas at such times as Owner shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Operator shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this shall be a continuing obligation and Operator shall reseed ground cover and/or control noxious weeds until areas disturbed by Operator are returned to as good condition as reasonably possible as existed prior to construction.

4. Grantee hereby agrees they shall provide to Owner two copies of larger Final plan/right of way sheets and as-built plans/plan sheets. Further, Operator shall provide Owner, prior to commencing construction, and upon request by Owner, all written timetables related to pipeline construction and installation.

5. Grantee hereby agrees they shall replace with like kind and quality, any existing gate or fence that Operator removes or damages during construction

6. Grantee acknowledges that there are other, existing uses and easements within this easement space, including fiber optic cables and uses. Operator shall take all reasonable precautions and steps to protect and insulate the existing uses from damage, and shall fully replace and repair all damage to any and all prior, existing uses on and within the easement area.

Hope Gas, Inc., d/b/a Dominion Energy West Virginia **Harrison County Commission**

WITNESSES

Sign _____

Print _____

LANDOWNER(S)

Sign _____

Print _____

Its: Director-Harrison County Commission

Reference No.: 22-0802
MWO: 64988883

CORPORATE ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF _____

I, _____, a notary public in and for said County, do certify that _____,who signed the writing above, bearing the date the _____ day of_____ 2022 for Harrison County Commission, a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

WITNESSES

HOPE GAS, INC.,
d/b/a DOMINION ENERGY WEST VIRGINIA

Sign _____

Print _____

Sign _____

Print Adam J Keener

Its: Manager-Gas Operations

CORPORATE ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

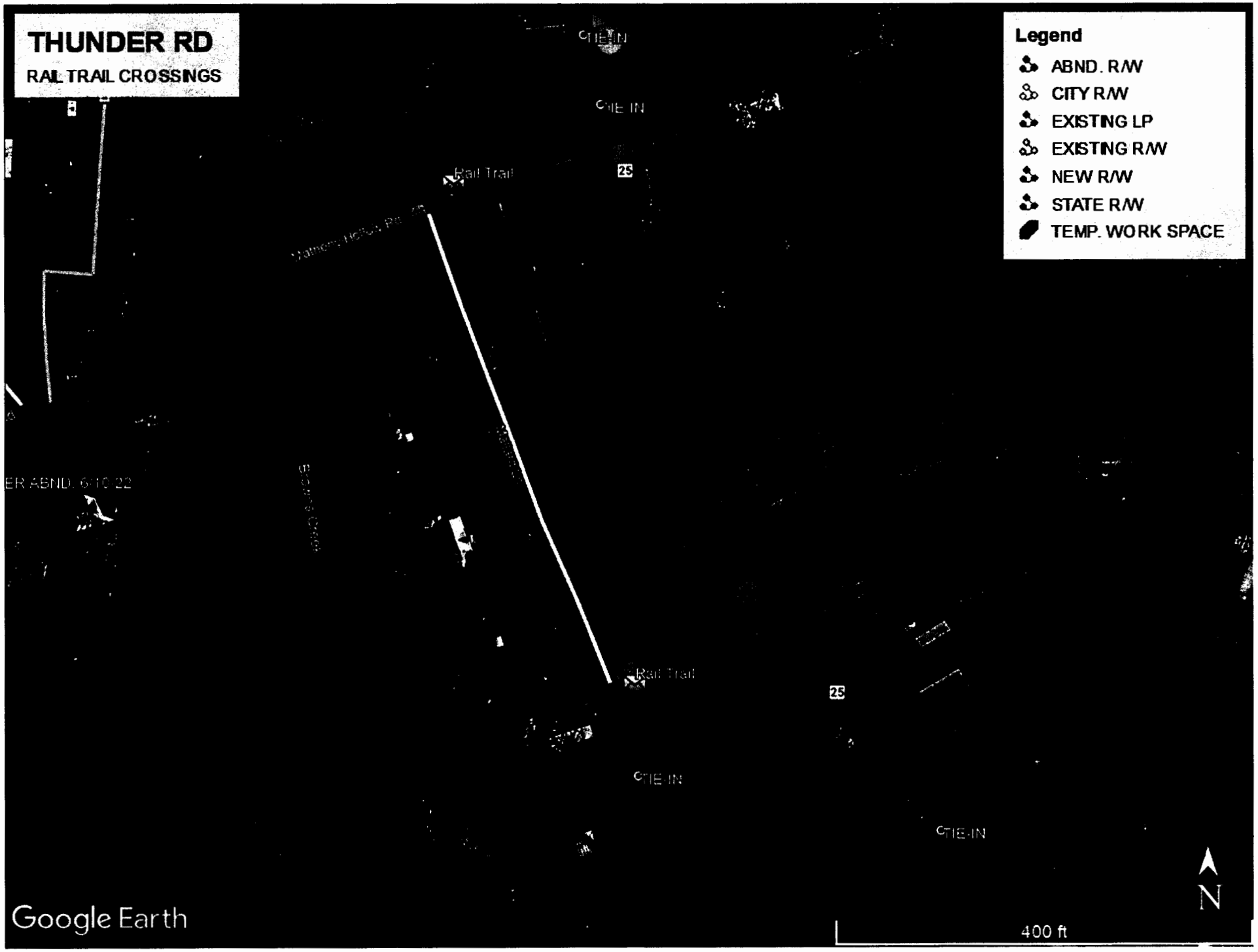
COUNTY OF Monongalia

I, Darci Rae Pritt, a notary public in and for said County, do certify that _____,who signed the writing above, bearing the date the _____ day of_____ 2022 for Hope Gas, Inc. d/b/a Dominion Energy West Virginia a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public


THUNDER RD
RAIL TRAIL CROSSINGS
Legend
ABND. R/W
CITY R/W
EXISTING LP
EXISTING R/W
NEW R/W
STATE R/W
TEMP. WORK SPACE
TIE-IN
TIE-IN
Rail Trail
25
Rail Trail
25
TIE-IN
TIE-IN
ER ABND. 6/10 22
Google Earth
N
400 ft

14-B

West Virginia
GAS PIPELINE EASEMENT GRANT

FOR THE CONSIDERATION of $ 1.00 and other good and valuable consideration to the Grantor in hand paid, the receipt of which is hereby acknowledged, I/we, Harrison County Commission whose tax mailing address is 301 W. Main Street, Clarksburg, WV 26301 the landowner(s) of the SUBJECT PROPERTY, herein called "Grantor or Owner", hereby grants, conveys and warrants unto Hope Gas, Inc., d/b/a Dominion Energy West Virginia, a West Virginia Corporation with a mailing address of 48 Columbia Blvd., Clarksburg, West Virginia 26301, herein called "Grantee or Operator", its successors and assigns, the perpetual right to enter on the Subject Property described, at any time that it may see fit, and construct, maintain, operate, inspect, conduct necessary tests, repair, replace parallel to, connect to, change the size of (not to exceed 8"), abandon and remove one (1) underground pipeline, , for the distribution of natural gas and other gaseous products over, across, through, and under the lands described in this agreement, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipelines, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

SUBJECT PROPERTY

SITUATED in Grant-Outside District, Harrison County, West Virginia, being a part of the Harrison South Rail Trail system

Bounded substantially by lands now or formerly owned as follows:

North by Harrison South Rail Trail system

East by Nancy & William McDonald

South by Nancy & William McDonald

West by Harrison South Rail Trail system

The pipeline laid pursuant to this agreement is to be located within the limits of an easement of a width deemed necessary by the Grantee. During construction of the Grantee's facilities the easement is to be forty (40') feet in width, then reverting to twenty (20') feet in width upon conclusion of said construction. Said easement beginning at a tie in on existing L-393 running parallel with Hutchinson Hollow Rd thence in a northeasterly direction across Harrison South Rail Trail approximately 50 feet to tie on existing line L-393.

The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements *[such as but not limited to drain tile, fences, driveways, walks, buildings]* in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. The Grantee shall compensate the Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of Grantee's easement area.

Duty to Repair and Maintain. Operator covenants and agrees that it will assume all liability for the maintenance, repair, and remediation of the pipe(s) and appurtenances located in the right-of-way/easement(s).

Depth/Surface Clause. Operator covenants that all pipe shall be layed and buried below plow depth – plow depth defined as at least thirty-six inches (36") below the surface – or if required by development regulations, to a depth beyond at least forty-eight inches (48") below the surface. Although operator shall make all efforts to bury any surface obstructions necessary for Grantee's pipeline right of way operations as granted herein shall be fully fenced.

Nondisturbance. Operator and its employees and authorized agents shall not disturb, use or travel upon any of the land of Owner not subject to this Agreement.

Future development clause. Operator further covenants that it will place no unreasonable restrictions on Owner for construction of future access that crosses the right of way (roads; utility; transportation/gathering lines; etc.) and owner can require that Operator work in an advisory capacity for construction of such items/facilities to minimize damages – with the express understanding that Owner will not build any residential physical structure within the right of way or over pipe situate therein. Further, Owner and Operator agree that Owner has the absolute right to grant other easements within and across the easement area.

Indemnification and Defense. Dominion hereby agrees to protect, defend, indemnify and hold harmless the undersigned of and from any and all damages, claims for damages, demands, suits, recoveries, judgments or executions which may arise or be made, had brought or recovered against the undersigned by reason of or on account of any injuries or damages to persons or property resulting from the right herein granted, except that caused by the sole negligence of Grantor.

Compliance with Law. Operator shall conduct operations and activities in accordance with existing local, state and federal laws, rules and regulations.

Nonassignability. Should Operator exercise its option to assign this agreement to any other entity either in whole or in part, then, upon such assignment, Assignee shall operate in strict compliance with the terms and conditions herein.

Subject to Lease Agreement with State Rail Authority. Operator understands and agree that this use is subject to the Operator complying with all standards and specifications set forth within a Lease Agreement dated November 23, 1998, by and between the West Virginia State Rail Authority and Owner, a copy of which was provided to Operator, including, among others, those provisions set forth within Subsections 3(B) and 3(C) which are fully incorporated herein by reference.

The terms and conditions of that certain "Supplemental Agreement" between Grantor and Grantee dated July 13, 2022, are made a part hereof and incorporated by reference into this instrument, but not recorded herewith

IN WITNESS WHEREOF, Grantor(s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this *GAS PIPELINE EASEMENT GRANT*, by executing this document in Clarksburg, West Virginia, on the _____ day of_____ _____, 20___.

WITNESSES

Sign _____

Print _____

LANDOWNER(S)

Sign _____

Print _____

Its: President-Harrison County Commission

CORPORATE ACKNOWLEDGMENT

STATE OF West Virginia,

COUNTY OF Harrison, **to-wit:**

I, _____, a notary public in and for said County, do certify that _____, who signed the writing above, bearing the date the _____ day of _____ 2022 for Harrison County Commission, a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

WITNESSES

Sign _____

Print _____

HOPE GAS, INC.,
d/b/a DOMINION ENERGY WEST VIRGINIA

Sign _____

Print Adam J Keener

Its: Manager, Gas Operations

STATE OF West Virginia,

COUNTY OF _____, **to-wit:**

I, _____, a notary public in and for said County, do certify that _____, who signed the writing above, bearing the date the _____ day of _____ 2022 for Hope Gas, Inc., d/b/a Dominion Energy West Virginia Inc., a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

DECLARATION OF CONSIDERATION

It is hereby declared: The total consideration paid for the property conveyed by the document to which this declaration is appended is $_____.

Executed the _____day of _____, 20____.

DOMINION HOPE (Grantee), Clarksburg, WV

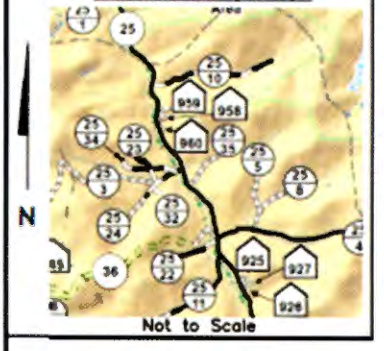
By:_____

One-Call Notification – West Virginia laws require all parties to contact the "ONE-CALL SYSTEM" (currently Miss Utility of West Virginia, Inc., 1-800-245-4848) at least 48 hours before digging or excavating.

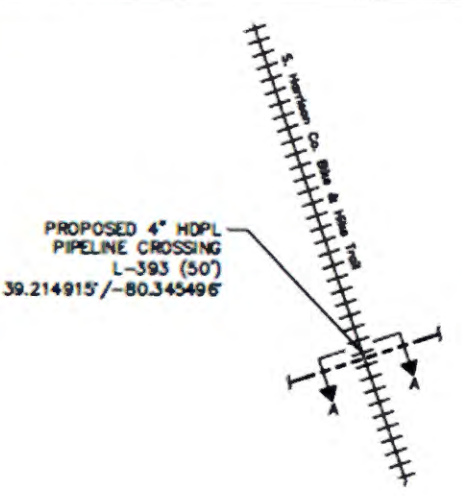
This Instrument Was Prepared By:
Dominion Hope, Revised June, 2001

WV D LP Ext. #8

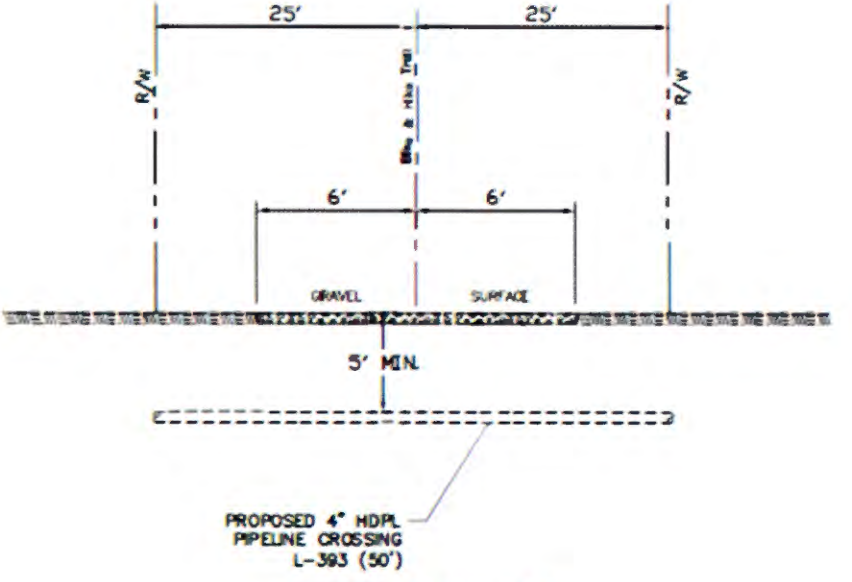
PROPOSED LOCATION



LOCATION SKETCH
Harrison Co. Gen. Hwy. Map
Sheet 2 of 2



PLAN VIEW
NOT TO SCALE



SECTION "A" - "A"
NOT TO SCALE

CONSTRUCTION

ESTIMATED CONSTRUCTION TIME:	1 DAY
PIPELINE CROSSING TO BE:	BORDED
CROSSING INSTALLED IN:	N/A
PARALLEL LAY TO BE:	N/A
BELLHOLES TO BE:	N/A
TYPE OF TRENCH	N/A
SURFACE TO BE:	RESTORED
TRAFFIC TO BE:	MAINTAINED
M.A.O.P.:	0.75 PSIG

Dominion Hope — FIELD OPERATIONS Clarksburg, WV

POD: REPLACEMENT		LINE NO.: L-393	
TITLE: PROPOSED 4" HDPL PIPELINE CROSSING BIKE & HIKE TRAIL NEAR CO. RTE. 25/11 (HUTCHINSON HLW. RD.)			
AREA: GRANT DISTRICT HARRISON COUNTY			
GPS LAT.: 39.214915'	GPS LONG.: -80.345496'	C.P. NO.:	
DATE: 6/27/2022	BY: REM/CJR	W.O.: 401711339	REV: 0
LOCATION: CLK	TYPE: F	DWG. NO.: CLKF22RT002	

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made and entered into this _____ day of _____, 2022, by and between **Harrison County Commission,** hereinafter referred to as **"Grantor"** and **Hope Gas, Inc., d/b/a Dominion Energy West Virginia,** hereinafter referred to as **"Grantee"**.

WHEREAS, Grantor has entered into that certain Gas Pipeline Easement Grant dated July 13th , 2022, with Grantee (the "Easement"), authorizing the installation of gas pipeline number 4" L-393 (the "Pipeline") to be located paralleling Hutchinson Hollow Rd situated in Grant-Outside District, Harrison County, West Virginia, crossing part of the Harrison South Rail Trail system, owned by Grantor;

WHEREAS, Grantee, desires to extend existing pipeline under rail trail to service a new customer.

NOW THEREFORE, in consideration of the payment of one dollar ($1.00) to Grantor by Hope Gas, Inc., d/b/a Dominion Energy West Virginia, receipt of which is hereby acknowledged, it is agreed as follows:

1. Grantee hereby agrees prior to commencing construction, shall survey and stake the centerline of the right of way/easement and provide Owner with copies of all engineering and survey documents obtained by Operator.

2. Grantee hereby agrees that unless Owner otherwise agrees in writing, upon termination of any of Operator's operations on Owner's land, Operator shall fully restore and level the surface of the land affected by such operations as near as possible to the contours which existed prior to such operations. Operator shall use water bars and such other measures as appropriate to prevent erosion and nonsource pollution. Operator shall fully restore all private roads, gates and drainage and irrigation ditches disturbed by Operator's operations as near as possible to the condition which existed prior to such operations. All surface restoration shall be accomplished to the reasonable satisfaction of Owner.

3. Grantee hereby agrees that all reseeding shall be done with suitable grasses selected by Owner and during a planting period selected by Owner. Reseeding shall be done at the rate of twelve (12) pounds of seed per acre for range land, and an amount to be determined by Owner for irrigated ground. It shall be the duty of Operator to ensure that a growing ground cover is established upon the disturbed soils and Operator shall reseed as necessary to accomplish that duty. It shall further be the duty of Operator to inspect and control all noxious weeds as may become established within areas used or disturbed by Operator. Operator shall inspect disturbed areas at such times as Owner shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Operator shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this shall be a continuing obligation and Operator shall reseed ground cover and/or control noxious weeds until areas disturbed by Operator are returned to as good condition as reasonably possible as existed prior to construction.

4. Grantee hereby agrees they shall provide to Owner two copies of larger Final plan/right of way sheets and as-built plans/plan sheets. Further, Operator shall provide Owner, prior to commencing construction, and upon request by Owner, all written timetables related to pipeline construction and installation.

5. Grantee hereby agrees they shall replace with like kind and quality, any existing gate or fence that Operator removes or damages during construction

6. Grantee acknowledges that there are other, existing uses and easements within this easement space, including fiber optic cables and uses. Operator shall take all reasonable precautions and steps to protect and insulate the existing uses from damage, and shall fully replace and repair all damage to any and all prior, existing uses on and within the easement area.

Hope Gas, Inc., d/b/a Dominion Energy West Virginia

Harrison County Commission

WITNESSES

Sign _____

Print _____

LANDOWNER(S)

Sign _____

Print _____

Its: Director-Harrison County Commission

Reference No.: 22-0802
MWO: 64988883

CORPORATE ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF _____

I, _____, a notary public in and for said County, do certify that _____, who signed the writing above, bearing the date the _____ day of _____ 2022 for Harrison County Commission, a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

WITNESSES

HOPE GAS, INC.,
d/b/a DOMINION ENERGY WEST VIRGINIA

Sign _____

Print _____

Sign _____

Print Adam J Keener

Its: Manager-Gas Operations

CORPORATE ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF Monongalia

I, Darci Rae Pritt, a notary public in and for said County, do certify that _____,who signed the writing above, bearing the date the _____ day of_____ 2022 for Hope Gas, Inc. d/b/a Dominion Energy West Virginia a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

14-C

West Virginia
GAS PIPELINE EASEMENT GRANT

FOR THE CONSIDERATION of $ 1.00 and other good and valuable consideration to the Grantor in hand paid, the receipt of which is hereby acknowledged, I/we, Harrison County Commission whose tax mailing address is 301 W. Main Street, Clarksburg, WV 26301 the landowner(s) of the SUBJECT PROPERTY, herein called "Grantor or Owner", hereby grants, conveys and warrants unto Hope Gas, Inc., d/b/a Dominion Energy West Virginia, a West Virginia Corporation with a mailing address of 48 Columbia Blvd., Clarksburg, West Virginia 26301, herein called "Grantee or Operator", its successors and assigns, the perpetual right to enter on the Subject Property described, at any time that it may see fit, and construct, maintain, operate, inspect, conduct necessary tests, repair, replace parallel to, connect to, change the size of (not to exceed 8"), abandon and remove one (1) underground pipeline, , for the distribution of natural gas and other gaseous products over, across, through, and under the lands described in this agreement, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipelines, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

SUBJECT PROPERTY

SITUATED in Clark-Outside District, Harrison County, West Virginia, being a part of the Harrison South Rail Trail system

Bounded substantially by lands now or formerly owned as follows:

North by Hilarion and Elizabeth Cann

East by Hilarion and Elizabeth Cann

South by Hilarion and Elizabeth Cann

West by Hilarion and Elizabeth Cann

The pipeline laid pursuant to this agreement is to be located within the limits of an easement of a width deemed necessary by the Grantee. During construction of the Grantee's facilities the easement is to be forty (40') feet in width, then reverting to twenty (20') feet in width upon conclusion of said construction. Said easement beginning at property boundary with Hilarion and Elizabeth Cann thence in a northeasterly direction across Harrison South Rail Trail approximately 100 feet to property boundary with Mount Clare Road, as set forth on Exhibit A hereto.

The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements *[such as but not limited to drain tile, fences, driveways, walks, buildings]* in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. The Grantee shall compensate the Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of Grantee's easement area.

Duty to Repair and Maintain. Operator covenants and agrees that it will assume all liability for the maintenance, repair, and remediation of the pipe(s) and appurtenances located in the right-of-way/easement(s).

Depth/Surface Clause. Operator covenants that all pipe shall be layed and buried below plow depth – plow depth defined as at least thirty-six inches (36") below the surface – or if required by development regulations, to a depth beyond at least forty-eight inches (48") below the surface. Although operator shall make all efforts to bury any surface obstructions necessary for Grantee's pipeline right of way operations as granted herein shall be fully fenced.

Nondisturbance. Operator and its employees and authorized agents shall not disturb, use or travel upon any of the land of Owner not subject to this Agreement.

Future development clause. Operator further covenants that it will place no unreasonable restrictions on Owner for construction of future access that crosses the right of way (roads; utility; transportation/gathering lines; etc.) and owner can require that Operator work in an advisory capacity for construction of such items/facilities to minimize damages – with the express understanding that Owner will not build any residential physical structure within the right of way or over pipe situate therein. Further, Owner and Operator agree that Owner has the absolute right to grant other easements within and across the easement area.

Indemnification and Defense. Dominion hereby agrees to protect, defend, indemnify and hold harmless the undersigned of and from any and all damages, claims for damages, demands, suits, recoveries, judgments or executions which may arise or be made, had brought or recovered against the undersigned by reason of or on account of any injuries or damages to persons or property resulting from the right herein granted, except that caused by the sole negligence of Grantor.

Compliance with Law. Operator shall conduct operations and activities in accordance with existing local, state and federal laws, rules and regulations.

Nonassignability. Should Operator exercise its option to assign this agreement to any other entity either in whole or in part, then, upon such assignment, Assignee shall operate in strict compliance with the terms and conditions herein.

Subject to Lease Agreement with State Rail Authority. Operator understands and agree that this use is subject to the Operator complying with all standards and specifications set forth within a Lease Agreement dated November 23, 1998, by and between the West Virginia State Rail Authority and Owner, a copy of which was provided to Operator, including, among others, those provisions set forth within Subsections 3(B) and 3(C) which are fully incorporated herein by reference.

The terms and conditions of that certain "Supplemental Agreement" between Grantor and Grantee dated June 15, 2022, are made a part hereof and incorporated by reference into this instrument, but not recorded herewith

IN WITNESS WHEREOF, Grantor(s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this *GAS PIPELINE EASEMENT GRANT*, by executing this document in Clarksburg, West Virginia, on the _____ day of _____, 20___.

WITNESSES

Sign _____

Print _____

LANDOWNER(S)

Sign _____

Print _____

Its: President-Harrison County Commission

CORPORATE ACKNOWLEDGMENT

STATE OF West Virginia,

COUNTY OF Harrison, **to-wit:**

I, _____, a notary public in and for said County, do certify that _____, who signed the writing above, bearing the date the _____ day of_____ 2022 for Harrison County Commission, a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

WITNESSES

Sign _____

Print _____

HOPE GAS, INC.,
d/b/a DOMINION ENERGY WEST VIRGINIA

Sign _____

Print Adam J Keener

Its: Manager, Gas Operations

STATE OF West Virginia,

COUNTY OF Harrison, **to-wit:**

I, _____, a notary public in and for said County, do certify that _____, who signed the writing above, bearing the date the _____ day of_____ 2022 for Hope Gas, Inc., d/b/a Dominion Energy West Virginia Inc., a public corporation, has this day acknowledged the said writing to be the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

DECLARATION OF CONSIDERATION

It is hereby declared: The total consideration paid for the property conveyed by the document to which this declaration is appended is $_____.

Executed the _____day of _____, 20____.

DOMINION HOPE (Grantee), Clarksburg, WV

By:_____

One-Call Notification – West Virginia laws require all parties to contact the "ONE-CALL SYSTEM" (currently Miss Utility of West Virginia, Inc., 1-800-245-4848) at least 48 hours before digging or excavating.

This Instrument Was Prepared By:
Dominion Hope, Revised June, 2001

WV D LP Ext. #8

Harrison South Rail Trail
EXISTING M-1117
TEMPORARY ROW
20'
PERMANENT ROW
10'
10'
20'
EXISTING M-1117
Harrison South Rail Trail
Mt. CLARE ROAD
PROPOSED M-1117

EXHIBIT A

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made and entered into this _____ day of _____, 2022, by and between **Harrison County Commission,** hereinafter referred to as **"Grantor"** and **Hope Gas, Inc., d/b/a Dominion Energy West Virginia,** hereinafter referred to as **"Grantee"**.

WHEREAS, Grantor has entered into that certain Gas Pipeline Easement Grant dated _____, 2022, with Grantee (the "Easement"), authorizing the installation of gas pipeline number 2" M-1117 (the "Pipeline") to be located on Tax Map 346, Parcel 35, of land situate in Clark-Outside District, Harrison County, West Virginia, owned by Grantor; and

WHEREAS, Grantee, desires to extend existing pipeline under rail trail to service a new customer.

NOW THEREFORE, in consideration of the payment of one dollar ($1.00) to Grantor by Hope Gas, Inc., d/b/a Dominion Energy West Virginia, receipt of which is hereby acknowledged, it is agreed as follows:

1. Grantee hereby agrees prior to commencing construction, shall survey and stake the centerline of the right of way/easement and provide Owner with copies of all engineering and survey documents obtained by Operator.

2. Grantee hereby agrees that unless Owner otherwise agrees in writing, upon termination of any of Operator's operations on Owner's land, Operator shall fully restore and level the surface of the land affected by such operations as near as possible to the contours which existed prior to such operations. Operator shall use water bars and such other measures as appropriate to prevent erosion and nonsource pollution. Operator shall fully restore all private roads, gates and drainage and irrigation ditches disturbed by Operator's operations as near as possible to the condition which existed prior to such operations. All surface restoration shall be accomplished to the reasonable satisfaction of Owner.

3. Grantee hereby agrees that all reseeding shall be done with suitable grasses selected by Owner and during a planting period selected by Owner. Reseeding shall be done at the rate of twelve (12) pounds of seed per acre for range land, and an amount to be determined by Owner for irrigated ground. It shall be the duty of Operator to ensure that a growing ground cover is established upon the disturbed soils and Operator shall reseed as necessary to accomplish that duty. It shall further be the duty of Operator to inspect and control all noxious weeds as may become established within areas used or disturbed by Operator. Operator shall inspect disturbed areas at such times as Owner shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Operator shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this shall be a continuing obligation and Operator shall reseed ground cover and/or control noxious weeds until areas disturbed by Operator are returned to as good condition as reasonably possible as existed prior to construction.

4. Grantee hereby agrees they shall provide to Owner two copies of larger Final plan/right of way sheets and as-built plans/plan sheets. Further, Operator shall provide Owner, prior to commencing construction, and upon request by Owner, all written timetables related to pipeline construction and installation.

5. Grantee hereby agrees they shall replace with like kind and quality, any existing gate or fence that Operator removes or damages during construction

6. Grantee acknowledges that there are other, existing uses and easements within this easement space, including fiber optic cables and uses. Operator shall take all reasonable precautions and steps to protect and insulate the existing uses from damage, and shall fully replace and repair all damage to any and all prior, existing uses on and within the easement area.

Hope Gas, Inc., d/b/a Dominion Energy West Virginia

Harrison County Commission

WITNESSES

Sign _____

Print _____

LANDOWNER(S)

Sign _____

Print _____

Its: Director-Harrison County Commission

Reference No.: 22-0448
MWO: 64905197

CORPORATE ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF Harrison

I, Darci Rae Pritt, a notary public in and for said County, do certify that _____, who signed the writing above, bearing the date the _____ day of _____ 2022 for Harrison County Commission, a public corporation, has this day acknowledged the said writing to he the act and deed of said public corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public

WITNESSES

HOPE GAS, INC.,
d/b/a DOMINION ENERGY WEST VIRGINIA

Sign _____

Print _____

Sign _____

Print Adam J Keener

Its: Manager-Gas Operations

CORPORATE ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

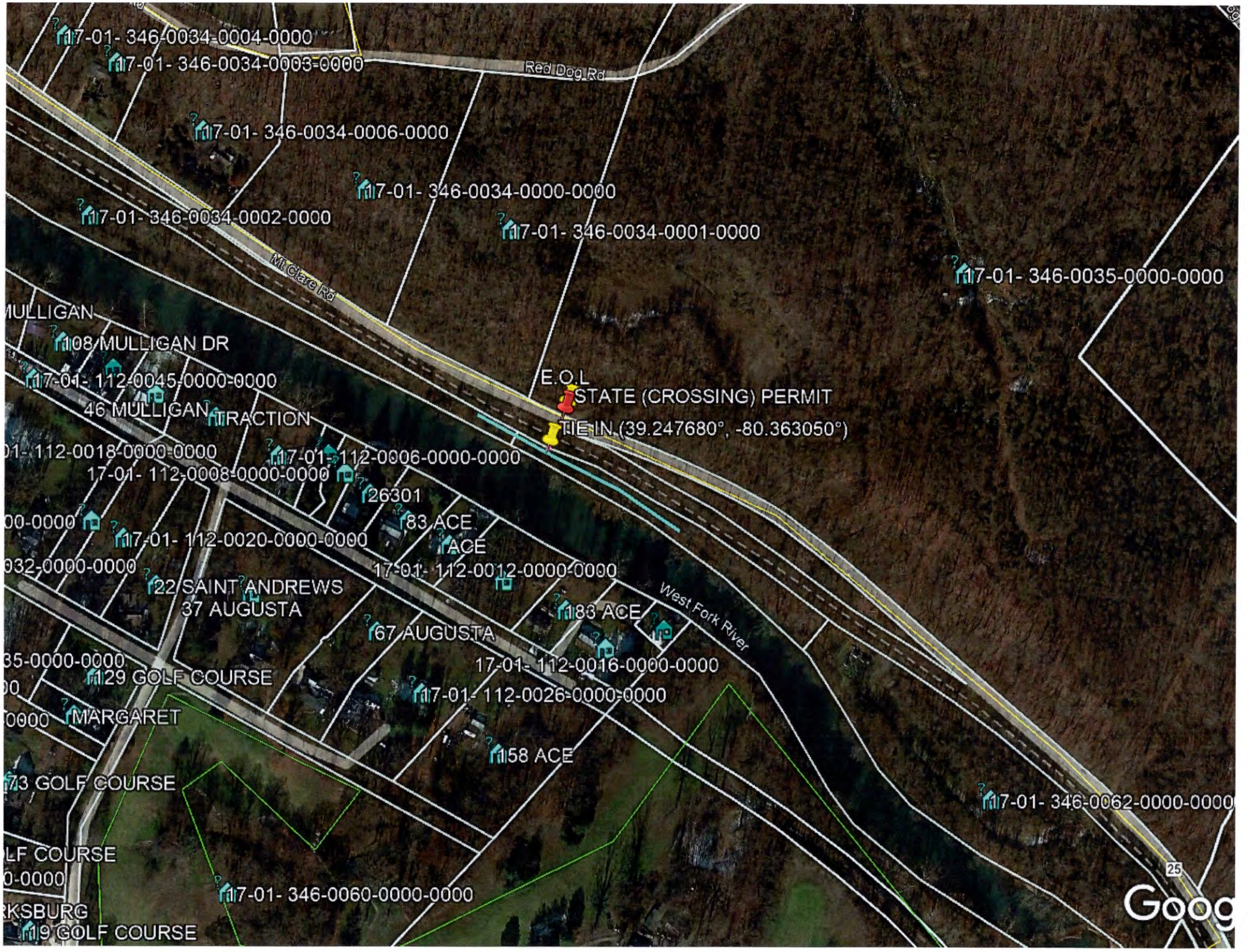
COUNTY OF Harrison

I, Darci Rae Pritt, a notary public in and for said County, do certify that _____,who signed the writing above. bearing the date the _____ day of_____ 2022 for Hope Gas, Inc. d/b/a Dominion Energy West Virginia a public corporation, has this day acknowledged the said writing to be the act and deed of said puhlic corporation.

Given under my hand this _____ day of _____, 2022.

My commission expires _____

_____
Notary Public


17-01- 346-0034-0004-0000
17-01- 346-0034-0003-0000
Red Dog Rd
17-01- 346-0034-0006-0000
17-01- 346-0034-0000-0000
17-01- 346-0034-0002-0000
17-01- 346-0034-0001-0000
17-01- 346-0035-0000-0000
Mt Clare Rd
MULLIGAN
108 MULLIGAN DR
17-01- 112-0045-0000-0000
46 MULLIGAN
TRACTION
E.O.L
STATE (CROSSING) PERMIT
TIE IN (39.247680°, -80.363050°)
17-01- 112-0018-0000-0000
17-01- 112-0006-0000-0000
17-01- 112-0008-0000-0000
26301
83 ACE
17-01- 112-0020-0000-0000
ACE
17-01- 112-0012-0000-0000
22 SAINT ANDREWS
37 AUGUSTA
183 ACE
West Fork River
67 AUGUSTA
17-01- 112-0016-0000-0000
129 GOLF COURSE
17-01- 112-0026-0000-0000
MARGARET
158 ACE
73 GOLF COURSE
17-01- 346-0062-0000-0000
LF COURSE
17-01- 346-0060-0000-0000
RKSBURG
9 GOLF COURSE
25
Goog

16

Harrison Count Administrator
Laura Pysz
301 West Main St.
Clarksburg, WV 26301

Ms. Pysz,

At the regular meeting of the Harrison County Ambulance Authority held on May 19, 2022, the board unanimously voted to appoint Emily Cook to fill the unexpired term of Roger Diaz. This action will need the approval of the Harrison County Commission at your earliest convenience.

Thank you,

Rick Scott, President
Harrison County Ambulance Authority

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COUNTRY ROADS LEASING, LLC.

Date: June 8, 2022

COUNTRY ROADS LEASING, LLC is pleased to present the following tax-exempt lease purchase financing

to the Harrison County Commission: Sheriff Dept. for the acquisition of

Twelve (12) New 2022 Police Vehicles

ACQUISITION COST:	**$ 648,000.00**
TERM:	**3 Years**
PAYMENT MODE:	**X Semi-Annual X Arrears**
INTEREST RATE:	**3.30 %**
PAYMENT:	**$ 117,769.35**

The above quotation is subject to credit review, approval and execution of mutually acceptable documentation, including legal counsel's opinion that the purchase is legal, binding and qualified as a tax-exempt debt, if necessary. ***All additional costs relating to the completion and recordation of this transaction are included in the above quoted payment.***

This quotation does not obligate COUNTRY ROADS LEASING, LLC or any of its funding sources, until all requirements and obligations have been met. In order to process this quote on a timely basis, three (3) years audited financial statements; current budget and a completed lease application must be submitted. No funding will be released until compliance. The above quoted rate is valid for a period of twenty (20) days from the day hereof, thereafter said rate may be subject to change.

QUOTED BY:

Jeffrey W. Small

Jeffrey Small

ACCEPTED BY:

Signature

Title

Costs related to the completion and recordation of this transaction are subject to a minimum three percent (3%) service fee that is rolled into the lease proceeds.

COUNTRY ROADS LEASING, LLC.

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the members of the Harrison County Commission ("Lessee") have determined that a true and very real need exists for the equipment (the "Equipment") described in the Master Equipment Lease-Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment, and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. BEST INTERESTS OF LESSEE. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. AUTHORIZATION. The Agreement is hereby approved. The Mayor of Lessee and other officers of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The President or County Clerk of the Lessee and any other officers of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. EXECUTION OF DOCUMENTS. The proper officer(s) of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. DESIGNATION AS QUALIFIED TAX-EXEMPT OBLIGATION. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 as amended.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

Dated _____

[insert county letterhead/cover sheet]

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HARRISON COUNTY COMMISSION ELEVATOR REPLACEMENT PROJECT REQUEST FOR PROPOSALS – DESIGN SERVICES (HARRISON COUNTY COURTHOUSE)

Direct all replies to:

Office of the Harrison County Commission

Laura Pysz, County Administrator

301 West Main Street – 3rd Floor

Clarksburg, West Virginia 26301

SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN: [ ]

AT THE ADDRESS ABOVE

DRAFT

GENERAL INFORMATION FOR BIDDERS

PURPOSE

The intent of this Request for Proposal (RFP) is to obtain professional engineering and/or architect services associated with the design, replacement, upgrade, and installation of elevators located within the Harrison County Courthouse.

ISSUING OFFICE/PROJECT ADMINISTRATOR

This RFP is issued by the Harrison County Commission, through its County Administrator, who is the project administrator for this RFP.

All questions regarding this RFP shall be made through the County Administrator at the following address.

Office of the Harrison County Commission
Laura Pysz, County Administrator
301 West Main Street – 3rd Floor
Clarksburg, West Virginia 26301
lpysz@harrisoncountywv.gov

The Harrison County Commission is not liable for any costs incurred by any bidder of the RFP prior to signing of a contract, nor shall the Harrison County Commission be liable for any expense incurred in replying to any request for proposal or invitation to bid.

PROPOSALS AND BID RECEIPT

To be considered, each bidder must submit a response to this RFP and respond to items set forth herein identifying your understanding of the services requested. The proposal must be signed in ink by an official authorized to bind the bidder to its provisions.

Copies of the proposal must be received at the following address:

Office of the Harrison County Commission
Laura Pysz, County Administrator
301 West Main Street – 3rd Floor
Clarksburg, West Virginia 26301
lpysz@harrisoncountywv.gov

Proposals must be marked as "HARRISON COUNTY COMMISSION ELEVATOR REPLACEMENT PROJECT REQUEST FOR PROPOSALS – DESIGN SERVICES (HARRISON COUNTY COURTHOUSE)" and must be received prior to _____

_____. The bidder is responsible for the timely receipt of their proposal by the project administrator. Late or faxed proposals will not be considered. Bids will be opened and reviewed on_____ _____at the Harrison County Commission meeting.

MANDATORY PRE-PROPOSAL MEETING

Bidders who submit proposals will be required to attend a mandatory pre-proposal meeting. This will provide an opportunity for the bidder(s) to clarify the proposals through mutual understanding. The pre-proposal meeting is scheduled for _____ _____at 10:00 A.M. in Courthouse – County Commission Room – 3rd Floor. The County Administrator will coordinate this meeting, with other County staff in attendance as needed.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of this RFP, its attachments, the proposal and any mutual understandings resulting from oral presentations will become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of a proposed contract. The Harrison County Commission further reserves the right to interview the key personnel assigned by the successful bidder to this project. The Harrison County Commission reserves the right to reject any and all proposals, waive all technicalities, and to accept the proposal considered most advantageous to the Harrison County Commission following final negotiations, evaluations and reviews.

CONTRACT PERIOD

Contract will commence upon acceptance of the terms described and execution of a contract by both parties. The initial contract period shall continue in effect for the duration of the fiscal year. Thereafter, it may renew for two additional one-year periods at County's discretion, based on Contractor performance and funding available.

NONDISCRIMINATORY PRACTICES

The issuing office, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat, 252, 42 U.S.C. 2000d-4, hereby notifies all bidders that it will affirmatively insure that in regard to any contact entered into pursuant to this advertisement, minority business enterprises will be offered full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, or national origin for an award.

LIABILITY

The Harrison County Commission assumes no responsibility or liability for cost incurred by the contractor prior to the signing of an agreement. Total liability of the Harrison County Commission is limited to the terms and conditions of any contract resulting from this RFP. Further, by submitting a proposal, contractors acknowledge that the County may be required

under the law to make its records available for public inspection at any time during this RFP process. All contractors acknowledge and agree that the County will have no obligation or any liability to the vendor if the County must disclose these materials.

CONFLICT OF INTEREST

It is the policy of the Harrison County Commission to avoid conflicts of interest, and to safeguard the County from charges of favoritism in the acquisition of goods and services.

INDEMNIFICATION

The contractor shall indemnify and hold harmless Harrison County Commission and its agents and employees from and against all claims, damages, losses and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, material and equipment required to produce the service required by the contract, provided that any such claim, damage, loss or expense: 1) is injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The contractor assumes full responsibility and liability for compliance with any and all local, state, federal laws and regulations applicable to the contractor and its employees, including, but not limited to, compliance with the Occupational Safety and Health Act of 1970.

OBJECTIVE AND SCOPE OF SERVICES

The base scope of services will include design services/recommended upgrades for elevators located within the Harrison County Courthouse, which address at a minimum:

o Code analysis and conformance for all applicable codes, regulations, & standards

o Analyze existing conditions and provide design solutions for issues dealing with the elevators, hoistway, machine room, and surrounding areas for improving accessibility, fire, life, safety, structural, water proofing, drainage, ventilation, noise reduction, and other issues.

o Provide recommendations for possible conversion to a different type of system (traction, hydraulic, holeless hydraulic, machine-roomless)

o Control system

o Wiring and traveling cables

o Infrared door protection

o Closed loop door operator

o Door interlockers

o Car replacement

o Car fixtures, finishes, and lighting

o Seismic operation, for traction cars only

o Rope gripper, for traction cars only

o AC drive, fully regenerative for traction cars only

o AC motor, for traction cars only

o Power units and emergency power including, motor, pump, valve, tank

o Remote elevator monitoring system

o Energy efficiency evaluation

o Required signage (using generally accepted standards where applicable and compliant with current codes)

o Deliverable design packet preparation and delivery which includes floor and site plan, preliminary building elevations and section, preliminary cost estimate(s), and a proposed project schedule

o Creation of deliverable drawings and specifications for bidding out all related and recommended work/services related to the elevator project(s), in both hard copy and electronic format

o Design analysis which answers the following questions: (1) which elevator design option provides the best value to the Commission?; and (2) which elevator design option minimizes impacts to existing and future utilities, infrastructure and operations of the Commission and the Harrison County Courthouse?

Additional services, as requested by the Commission, may include:

- Bidding and construction administration services, such as: (1) considering and evaluating requests for construction/replacement; (2) responding to bidding questions; (3) assisting Commission with acquisition of project financing, e.g. grant or other publicly available funds; and (4) preparation and issuance of bidding phase addenda

- Construction administration services, such as: (1) attendance at contractor meetings; (2) review and process shop drawings; (3) preparation of meeting notes and records of decisions/changes made; (4) project owner side review and approval of change orders

and/or project modifications; (5) participation in pre-closeout inspections; and (6) completeness and substantial completion review.

SCHEDULE OF WORK

Upon a mutually agreeable start date, the term of the agreement(s) will be as identified above, with with important milestones and schedule of work/staffing established in coordination with County staff.

REQUIREMENTS FOR SUBMITTAL OF PROPOSAL

1. **Submittal Letter** – Indicate interest in and commitment to performing the specified services for the Harrison County Commission. Include contact information – physical address, telephone, and email address – for the primary person responsible for your Proposal that will be the point of contact for the County on all correspondence and communications pertaining to the Proposal. The letter must be signed by an officer of the firm who is authorized to bind the firm to the contract, and the letter must contain a statement to this effect.

2. **Firm's Approach, Qualifications and Experience** – Discuss the firm's experience and history in performing similar projects in a timely manner, particularly for other local governmental agencies, in the past five (5) years. Describe the firm's interests, qualifications, and pertinent areas of expertise. Also discuss the firm's uniqueness and proposed approach to performing services for the County.

3. **Project Staffing** – Discuss how the Respondent would staff the project. Respondent team members shall be identified by name, location, and specific responsibilities. Include an organizational chart identifying Key Personnel who are members of the team that may not be changed once the proposal is submitted without prior approval of the County. The relevant experience of the Project Manager and Key Personnel will be an important factor considered by the Review Committee.

4. **Qualifications of Key Personnel** – Describe the project management experience of "Key Personnel" including summary of the work performed, total cost of the projects managed, percentage of the work the Respondent was responsible for, and period over which the work was completed.

5. **Project Management Approach** – Describe the Respondent's understanding of the County's objectives and work requirements and the Respondent's ability to satisfy those objectives and requirements. Succinctly describe the proposed management approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. The Respondent may also suggest technical or procedural innovations that have been used successfully for other projects that may facilitate management of this project for the County. Consideration of practical thinking is encouraged.

6. **State, Federal, and Local Requirements** – Provide a description of capabilities to meet state, federal, and local requirements.

7. **Ability to Track Projects** – Describe, with examples, your organization's ability to separately track individual projects, including the ability to charge for time and organize invoices related to assigned work that comply with state requirements.

8. **Example Work Product** – Provide a minimum of one example work product that includes a similar improvement/elevator replacement project.

9. **References** – Provide three (3) public agency references, including names, phone numbers, and emails, from recent work (previous five years) for the proposed project manager and key staff. Include a brief description of the projects associated with the reference, and the role of the individual(s) that worked on the projects.

10. **Estimated Fee Schedule and Billing Rates** – Provide an estimate of billing rates for staff that may perform work on the County's projects along with an Exhibit detailing your firm's standard rate schedules for the following services/divisions: (1) engineering services (from Principal Engineer to CAD Technician); (2) architectural services (from licensed architect to architecture technician); (3) environmental services (from senior environmental project manager to environmental technician); (5) survey services (from survey manager to technicians); (6) construction services; and (7) other related services as you deem appropriate.

11. **Total Antieipated Design Projeet Cost** – Specify the projected total design cost/expense associated with this project.

EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received in accordance with the evaluation criteria below. Scoring will be based on a point system with a maximum of 100 points for each proposal:

- Understanding of the work to be done (25 points maximum)
- Experience with similar kinds of work (20 points maximum)
- Quality of the staff for work to be done (15 points maximum)
- Capability of developing innovative or advanced techniques (10 points maximum)
- Familiarity with state and federal procedures (10 points maximum)
- Financial responsibility (10 points maximum)

• Demonstrated technical ability (10 points maximum)

Total points possible – 100 points

The selection process may also include oral interviews. The consultant/proposer will be notified of the time and place of and oral interviews and of any additional information that may be required to be submitted.

CONTRACT REQUIREMENTS

The Consultant selected to perform the work will be required to enter into an Agreement for Professional Services with the County. An example of this agreement is attached as **Exhibit 1**.

The County asks Consultants to review the example contract and forward the Insurance Requirements section to their insurance agents prior to submitting a proposal.

The County requires the Consultant to provide certificates of insurance as described in the contract.

Please refer to **Exhibit 1**.

The required minimal insurance limits are as follows:

• Professional Error & Omission (Minimum Limit $4,000,000)

• General Liability (Minimum Limit $4,000,000)

• Automobile (Minimum Limit $2,000,000)

The Consultant is responsible for sharing all insurance information with their insurance carrier. Please be aware that some of the requirements may increase insurance premiums. You should understand these increases and take them into consideration when submitting a proposal. Additional compensation for increases in insurance expenses incurred will not be granted at a later date.

EXHIBIT 1 – PROFESSIONAL SERVICES CONTRACT

ARTICLE 1 – INTRODUCTION

This AGREEMENT is made and entered into in duplicate, effective this __ day of _____ _____, _____, by and between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (*NAME OF STATE*)

The Project Manager for the "CONSULTANT" will be *(NAME)*

The name of the "LOCAL AGENCY" is as follows:

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

The Contract Administrator for LOCAL AGENCY will be:

Office of the Harrison County Commission
Laura Pysz, County Administrator
301 West Main Street – 3rd Floor
Clarksburg, West Virginia 26301
lpysz@harrisoncountywv.gov

A. The work to be performed under this AGREEMENT is described in **Article III Statement of Work** and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

B. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless the LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of the LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

C. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

D. The LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

F. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

G. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

I. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once each quarter. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so

remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

Insert Appropriate Statement of work including a Description of the Deliverables.

A. CONSULTANT Services

See the attached Consultant's Proposal – and will need to be negotiated.

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

B. Environmental

Detail based on the services to be furnished should be provided by CONSULTANT.

C. Right of Way

CONSULTANT shall help LOCAL AGENCY supervise and manage all Right of Way issues associated with the Project, including any land surveys, computations with metes, and bounds descriptions that may be made, and Right of Way parcel maps that may be required.

D. Surveys

CONSULTANT has the responsibility for supervising and managing the performance of preliminary and or construction surveys.

E. Subsurface Investigations

CONSULTANT is responsible for supervising and managing any subsurface investigations that may be required for the Project. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated.

F. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT shall be referred to in the AGREEMENT.

G. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting, shall be included in the fee.

H. Checking Shop Drawings

Payment for checking shop drawings by CONSULTANT shall be included in the AGREEMENT fee.

I. CONSULTANT Services During Construction

The extent of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., shall be specified in the AGREEMENT together with the method of payment for such services.

J. Documentation and Schedules

AGREEMENT shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State/funding agency. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

K. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified for each document.

ARTICLE IV – PERFORMANCE PERIOD

A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT.

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

To be discussed/negotiated consistent with proposal.

ARTICLE VI – TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by County by virtue of any breach of this AGREEMENT by CONSULTANT, and County may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due County from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII – RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with this AGREEMENT and the West Virginia Code the CONSULTANT, and Subconsultants shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate work papers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT.

All parties, including the CONSULTANT's Independent CPA, shall make such work papers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Auditor, or any duly authorized government representative having jurisdiction under State or Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants,

and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, work paper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE VIII – SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE IX – CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subjeet to the control of the same persons, through joint ownership or otherwise.

ARTICLE X – KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT.

ARTICLE XI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

B. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

D. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

ARTICLE XII – INSURANCE REQUIREMENTS

A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

1. Workers' Compensation Coverage. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of West Virginia. The Employer's Liability Insurance shall be maintained in an amount not less than one million dollars ($1,000,000) per accident for bodily injury or disease, and shall include stop gap/Mandolidis coverage.

In addition, CONSULTANT shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of West Virginia for all of the sub-contractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the County at least thirty(30) days prior to such change. The insurer shall agree to waive all rights of subrogation against County, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for County.

2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount not less than four million dollars ($4,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired and non-owned vehicles, in an amount of not less than two million dollars ($2,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT's operations under this Contract, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than four million dollars ($4,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

B. Endorsements. Each general liability, automobile liability, and Workers' Compensation insurance policy shall be with insurers possessing a Best's rating of no less than A and shall be endorsed with the following specific language:

> The County, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts or equipment furnished in connection with your "ongoing operations" and "your work."

i. CONSULTANT shall name the County, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Contract and the Funding Agreement.

ii. This policy shall be considered primary insurance as respects the County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the County, including any self-insured retention the County may have shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the County, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the County.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the County's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

D. Certificates of Insurance. CONSULTANT shall provide certificates of insurance with original endorsements to County as evidence of the insurance coverage required herein. The endorsement shall be on forms provided by the County or on other forms which conform to all County requirements. Certificates of such insurance shall be filed with the County on or before commencement of performance of this Contract. Current certification of insurance shall be kept on file with the County at all times during the term of this Contract.

ARTICLE XIII – FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL

AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XIV – CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

XV – DISPUTE MEDIATION

A. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this AGREEMENT through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

XVI – OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to County which is in CONSULTANT's possession. Publication

of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of County without restrietion or limitation upon its use or dissemination by LOCAL AGENCY.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY'S sole risk.

ARTICLE XVII – CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

DRAFT

EXHIBIT 2
PROPOSAL COVER SHEET

This cover sheet must be placed on the very top of your proposal.

Bid Title: _____

Bid Due Date & Time: _____

We have received all documents related to the above referenced project. We have examined all documents and have had the opportunity to submit questions for clarification. We hereby propose to furnish the services per the specifications as follows:

[insert price proposal]

- Tax Exempt – Do not include tax

Estimated Delivery/Completion Date:_____

Company Name:_____

Address:_____

Federal Identification Number:_____

By:_____

Title:_____

DRAFT

EXHIBIT 3
NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the firm of _____

whose address is_____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

(a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;

(b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the County Commission of Harrison County, West Virginia, administrative or supervisory personnel or other employees of Harrison County have any interest in the bidding company except as follows: (complete if applicable)

_____

_____

_____

I solemnly affirm under the penalties of perjury that the contents are true to the best of my knowledge, information, and belief.

Signature: _____ Printed or Typed Name: _____

Date: _____

LGSD BR (Ver. 2020)

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5114
Fax: 304-340-5090
Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER
FY 2022-2023
Fund 1
Rev No 2
Pages 1

Harrison County
GOVERNMENT ENTITY

Person To Contact Regarding Request:
Name: Laura Pysz
Phone: 304-624-8500
Fax: 304-624-8673
Email: lpysz@harrisoncountywv.gov

301 W Main St
STREET OR PO BOX

Clarksburg — CITY
26301 — ZIP CODE

COUNTY
Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
388	Transfers From Other Funds		1,078,911		1,078,911
299	Unassigned Fund Balance	4,600,000		2,103,754	2,496,246
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) -1,024,843

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
401	County Commission	5,603,356	1,078,911		6,682,267
401	County Commission	5,603,356		2,103,754	3,499,602
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures -1,024,843

APPROVED BY THE STATE AUDITOR

BY:
Deputy State Auditor, Local Government Services Div. **Date**

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

837 Chestnut Ridge Road
Morgantown, WV 26505
304-293-5192
MOUWVNET@staff.wvnet.edu

19

SERVICE AGREEMENT
Problem Management System (OZ) for Harrison County Commission
July 1, 2022– June 30, 2023

The purpose of this Service Agreement is to describe a relationship between **West Virginia Network** ("WVNET") and **Harrison County Commission** ("Customer"), including the responsibilities of WVNET and those of the Customer in relation to the service(s) listed below:

- Access to and use of the WVNET Oz problem management system

WVNET's Responsibilities

- Maintain a system down time for maintenance 5:00 AM-7:00 AM Monday through Sunday and other times as necessary and arranged with the Customer. During these times, server access and software applications may be unavailable.
- Provide off-hours Tier 1 technical support for contracted services via WVNET's Network Operations Center (NOC).
- Provide 24/7 support for Tier 2 issues reported by Customer's IT contacts to the WVNET Network Operations Center (NOC) or reported through WVNET's OZ Problem Reporting System.
- Provide systems programming and operations support for the operating environment on which hosted software applications run.
- Perform all required installations and upgrades. Notify the Customer's project manager of any planned outages and when system problems are being encountered.
- Have technical support staff available and on-call basis to handle after-hours emergencies.
- Provide designated users with Reporter access to submit tickets.

Customer's Responsibilities

- Update WVNET when changes to key functional or support personnel occur.
- Authorizes necessary WVNET staff to access sensitive or confidential data as required for requested support.
- All use of WVNET-provided systems must comply with WVNET's Acceptable Use Policy.
- Designate an individual to act as the WVNET point of contact regarding technical matters related to this agreement.
- Provide Tier 1 technical support to all students, faculty, and staff users during normal business hours for Customer's IT Help Desk.
- Report all technical problems and requests for assistance regarding WVNET contracted service(s) to WVNET's Network Operations Center (NOC).
- Cancellation requests must be submitted in writing (on Customer letterhead) at least sixty (60) days

837 Chestnut Ridge Road
Morgantown, WV 26505
304-293-5192
MOUWVNET@staff.wvnet.edu

before the end of the current contract period.

- Notify WVNET in advance of any scheduled maintenance and/or change that may potentially impact the usage of the hosted environment.
- Responsible for user account management and administration for access to hosted software.
- Designate those users to be assigned Supporter responsibilities. These individuals will be responsible for resolving customer-reported problems and providing updates to logged tickets.

Problem Reporting Procedures

Staffed 24x7x365
Phone: 304-293-5192 or 800-253-1558
Online: https://www.wvnet.edu/ozwvnet

When a user encounters a problem, the initial point of contact will be the Customer's local help desk, as established by local procedures.

If the problem appears to be with WVNET system, software, or network, the Customer's designee will contact the WVNET Network Operations Center (NOC). The NOC staff will log the problem for attention by the appropriate WVNET technical staff member.

If problem ownership resides with WVNET, WVNET staff will prioritize and escalate as needed until the problem is resolved.

If a problem is not resolved to the satisfaction of the user, the Customer's IT Contact may request that the problem be escalated to the appropriate WVNET management contact or the Director.

Escalation Level 1: WVNET-Management@staff.wvnet.edu
Escalation Level 2: WVNET-Director@staff.wvnet.edu

837 Chestnut Ridge Road
Morgantown, WV 26505
304-293-5192
MOUWVNET@staff.wvnet.edu

Term and Payment Guidelines

The term of this Services Agreement will be for one year, beginning July 1, 2022. The Customer agrees to pay WVNET an annual amount, to be billed quarterly, as listed below:

Service	Annual Fee
Oz Problem Management	$5,400

* fee subject to change based on actual number hours needed to set up OZ instance; will be invoiced in one lump sum

General Terms and Conditions

- This agreement may not be modified, except in writing and signed by both parties.
- If any provision of this agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall in no way be affected.
- WVNET and Customer acknowledge and agree that nothing in this agreement shall create or be construed as creating a joint enterprise, joint venture, partnership, employment relationship, master-servant relationship or principal-agent relationship between the parties.
- Neither party will be responsible for any loss of revenue or other consequential or incidental damages, even if advised of the possibility of such damages.
- This agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of West Virginia.
- The undersigned represent that they have the full power and authority to execute this agreement on behalf of their respective principals, and that no further votes, approvals or authorities are required.
- Payment received will be considered acceptance of this agreement.

By signing below, the parties agree to abide by the terms of this Services Agreement.

West Virginia Network

6/07/2022

Signature Date

Carl R. Powell, PhD
Director
304-225-0477
cpowell@staff.wvnet.edu

Harrison County Commission

Signature Date

Name: _____
Title: _____
Phone: _____
Email: _____

20

Harrison County Commission

Approval to Travel

Traveler(s) Name(s) Robert Leonard

Department Planning Department

Destination Reclaim Company Fairmont WV

Travel Dates August 8-10

Reason

Taking class and exam for Asbestos Testing

Estimated Cost

Transportation			$	
	Air	$		
	County Vehicle	$		
	Private Vehicle			
	Rental Car	$		
Lodging			$	NA
Registration			$	$550.00
Meals	(per diem)		$	NA
Incidentals	(per diem)		$	

Approving Authority _____ Date 7/28/2022
(Elected Official/Department Head)

County Commission Action ( ) Approve ( ) Disapprove

Date _____

RECLAIM

Asbestos Abatement & Testing



We are licensed to identify and remove asbestos threatening your health and environment.

As a Licensed Asbestos Contractor, Reclaim Company, LLC brings on-staff licensed Asbestos Inspectors and Supervisors to identify and safely remediate any asbestos present in your project. Reclaim Company complies with and aims to exceed all federal, state and local regulations applicable to every project.

Reclaim Company provides dependable remediation of your asbestos abatement project. With our proactive vision and in order to provide safe and effective services, Reclaim Company remains up to date on all regulatory requirements, changes and updates to regulations.

Reclaim Company also provides Asbestos Training Classes by our own Certified Trainers. Contact us today to schedule your next course for certification!

Asbestos Services Include:

- Asbestos Sampling and Testing
- Asbestos Inspection Report including asbestos sample sketches and photos
- Asbestos Abatement of friable and non-friable asbestos
- Proper Disposal of asbestos containing materials
- Residential, Private and Commercial Asbestos Projects

Asbestos Abatement Capabilities:

- Roofing and materials
- Flooring
- Construction Mastics
- Ceiling Tiles and Lay-in Panels
- Insulation
- Piping and pipe insulation
- Electrical insulation
- HVAC Duct insulation
- Electrical Panel Partitions
- Wall Materials, Plaster

21.

Harrison County Commission

Approval to Travel

Traveler(s) Name(s) James Richards

Department Planning Department

Destination Reclaim Company Fairmont WV

Travel Dates August 8-10

Reason

Taking class and exam for Asbestos Testing

Estimated Cost

Transportation			$	
	Air	$		
	County Vehicle	$		
	Private Vehicle			
	Rental Car	$		
Lodging			$	NA
Registration			$	$550.00
Meals	(per diem)		$	NA
Incidentals	(per diem)		$	

Approving Authority _____ Date 7/28/2022
(Elected Official/Department Head)

County Commission Action ( ) Approve ( ) Disapprove

Date _____

Asbestos Abatement & Testing



We are licensed to identify and remove asbestos threatening your health and environment.

As a Licensed Asbestos Contractor, Reclaim Company, LLC brings on-staff licensed Asbestos Inspectors and Supervisors to identify and safely remediate any asbestos present in your project. Reclaim Company complies with and aims to exceed all federal, state and local regulations applicable to every project.

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Reclaim Company also provides Asbestos Training Classes by our own Certified Trainers. Contact us today to schedule your next course for certification!

Asbestos Services Include:

- Asbestos Sampling and Testing
- Asbestos Inspection Report including asbestos sample sketches and photos
- Asbestos Abatement of friable and non-friable asbestos
- Proper Disposal of asbestos containing materials
- Residential, Private and Commercial Asbestos Projects

Asbestos Abatement Capabilities:

- Roofing and materials
- Flooring
- Construction Mastics
- Ceiling Tiles and Lay-in Panels
- Insulation
- Piping and pipe insulation
- Electrical insulation
- HVAC Duct insulation
- Electrical Panel Partitions
- Wall Materials, Plaster

LGSD BR (Ver. 2020)

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5114
Fax: 304-340-5090
Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

#22
CONTROL NUMBER
FY 2022-2023
Fund 1
Rev No 2
Pages 1

Harrison County
GOVERNMENT ENTITY

Person To Contact Regarding Request:
Name: Laura Pysz
Phone: 304-624-8500
Fax: 304-624-8673
Email: lpysz@harrisoncountywv.gov

301 W Main St
STREET OR PO BOX

Clarksburg — CITY
26301 — ZIP CODE

COUNTY
Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
388	Transfers From Other Funds		1,078,911		1,078,911
299	Unassigned Fund Balance	4,600,000		2,103,754	2,496,246
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) -1,024,843

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
401	County Commission	5,603,356	1,078,911	1,478,911	5,203,356
704	Regional Jail	1,685,598		624,843	1,060,755
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures -1,024,843

APPROVED BY THE STATE AUDITOR

BY:
Deputy State Auditor, Local Government Services Div. **Date**

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

RESOLUTION

At a regular session of the county commission, held (Month, day and year) August 3, 2022 the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Harrison. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number 002, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by _____, and duly seconded by _____ the vote thereon was as follows:

Susan Thomas	Yes or No
David Hinkle	Yes or No
Patsy Trecost II	Yes or No

WHEREUPON, Susan Thomas, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the Commission President is authorized to fix her signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

General Fund FUND - BUDGET REVISION #2

REVENUE

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
388	revenue		1,078,911		$ 1,078,911	Payment from Financial Stabilization from 911 building
299	Unassigned Fund Balance	4,600,000	0	2,103,754	$ 2,496,246	Decrease ending FY fund balance

Department: County Commission

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-401-105-00	Commission Insurance	$ 1,350,000		$ 500,000	$ 850,000	Decrease b/c of Fund Balance
001-401-223-00	Profressional Services	$ 334,961		$ 100,000	$ 234,961	Decrease b/c of Fund Balance

Department Net Revision: $ -

Department: Regional Jail

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-704-344-00	Regional Jail	$ 1,685,598		$ 624,843	$ 1,060,755	Decrease b/c of Fund Balance

Department Net Revision:

A-1

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, July 13, 2022, through Wednesday, July 20, 2022

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to -wit:

On, Thursday, July 14, 2022, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **FREDA MAE PRICE REYNOLDS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

RODNEY PRICE, who was named in the last will and testament of **FREDA MAE PRICE REYNOLDS**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Friday, July 15, 2022, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **EARMEL BLAINE BLOSSER**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DAVID SHORT, who was named in the last will and testament of **EARMEL BLAINE BLOSSER**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **LEOTA KAYE WEST** was appointed and qualified as ADMINISTRATRIX of the estate of **LOUIS WARNER CURKENDALL JR**, deceased. Bond was 20,000.00.

The last will and testament of **GARY LEE VAUGIIN WINE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

GARY ALLEN WINE, who was named in the last will and testament of **GARY LEE VAUGHN WINE**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Monday, July 18, 2022, the following matters were disposed of in the presence of the Clerk:

The said estate of **ROBERT EDGELL FRESHOUR JR**, deceased was referred to **NORMAN T FARLEY**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

The said estate of **SANDRA SUE HUDKINS**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

The last will and testament of **MARY K. COUCH WIGGINS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

ALVIN R WIGGINS, who was named in the last will and testament of **MARY K. COUCH WIGGINS**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **CHARLES S HANSON**, deceased, late a resident of ASHTABULA, OHIO, was admitted to record.

A duly exemplified copy of the last will and testament of **GLORIA J SWINGLE**, deceased, late a resident of Muskingum, Ohio, was admitted to record.

On, Tuesday, July 19, 2022, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **MARTIN WILLIAMS** was appointed and qualified as ADMINISTRATOR of the estate of **JERRY LEE WILLIAMS**, deceased. Bond was 12,000.00.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **PAMELA S COFFMAN** was appointed and qualified as ADMINISTRATRIX of the estate of **LELAND KENT GRAY**, deceased. Bond was 40,000.00.

A duly certified copy of the last will and testament of **MARTHA L DAVIS**, deceased, late a resident of Lewis, West Virginia, was admitted to record.

The last will and testament of **ROBERT ORAL HARDMAN**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

ROBERT O HARDMAN II, who was named in the last will and testament of **ROBERT ORAL HARDMAN**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **FREDA F COX**, deceased, late a resident of DODDRIDGE, WEST VIRGINIA, was admitted to record.

A duly certified copy of the last will and testament of **MABEL H DAWSON**, deceased, late a resident of MARION, WEST VIRGINIA, was admitted to record.

John R Spires
Clerk of the Harrison County Commission

Wednesday, July 27, 2022

Confirmed

A-2

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, July 20, 2022, through Tuesday, July 26, 2022

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to -wit:

On, Monday, July 25, 2022, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **KAREN FEAGIN** was appointed and qualified as ADMINISTRATRIX of the estate of **ANDRE DEVELL FEAGIN**, deceased. Bond was 20,000.00.

The said estate of **JOHN JAMES (JIMMY) BARBERIO**, deceased was referred to **NORMAN T FARLEY**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

The last will and testament of **C ELEANOR WAYBRIGHT**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

ROBERT G WAYBRIGHT, who was named in the last will and testament of **C ELEANOR WAYBRIGHT**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.
RONALD A WAYBRIGHT, who was named in the last will and testament of **C ELEANOR WAYBRIGHT**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

On, Tuesday, July 26, 2022, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **MADELINE C SEDERS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DEBRA A SPRINGER, who was named in the last will and testament of **MADELINE C SEDERS**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.
SUELLEN WEEKLEY, who was named in the last will and testament of **MADELINE C SEDERS**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.

The last will and testament of **MARY KATHERINE EGGETT**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

ALEXANDER JOHN EGGETT JR, who was named in the last will and testament of **MARY KATHERINE EGGETT**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **PENNY RAYE RAMSEY** was appointed and qualified as ADMINISTRATRIX of the estate of **ROBERT JOSEPH MOODY**, deceased. Bond was 40,000.00.

The last will and testament of **LOWELL THOMAS STOUT**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

LINDA M STOUT, who was named in the last will and testament of **LOWELL THOMAS STOUT**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **EARL W STEWART JR**, deceased, late a resident of Marion , West Virginia, was admitted to record.

John R Spires
Clerk of the Harrison County Commission

Wednesday, August 3, 2022

Confirmed

B-1

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

TRACI L. CURREY, ADMINISTRATRIX OF THE ESTATE

OF

JESSE WILLARD JOHNSON, DECEASED

///

REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The report of Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and Waiver of Final Settlement of the **Estate of Jesse Willard Johnson, deceased.**

Your Commissioner who has before him the Waiver of Settlement which is duly signed and notarized by the personal representative and all heirs, beneficiaries and distributees of the **Estate of Jesse Willard Johnson,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended, respectfully reports:

That said estate was referred to Norman T. Farley, Fiduciary Commissioner, on the **28th day of February, 2022;**

That your Commissioner approved the Appraisement of said estate and caused the same to be recorded in the Office of this Commission; and,

That pursuant to Article 2, Chapter 44 of the West Virginia Code as amended, the **5th day of June, 2022,** was appointed as the day to receive on or before that date proofs of claim against said estate at his law office in Bridgeport, Harrison County, West Virginia, and notice was given thereof to the creditors and beneficiaries of the estate by publishing notice in the manner and form prescribed by law in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, once each week for two successive weeks, said publication having been made on the **6th and 13th days of April, 2022;** and,

Your Commissioner further reports that no claims were filed against the estate and that no necessity exists to reserve any funds in the hands of the personal representatives to meet the same; and,

That said personal representative submitted the attached Waiver of Settlement duly executed by the personal representative and all heirs, beneficiaries and distributees of the

Estate of Jesse Willard Johnson, deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code as amended; and

Your Commissioner further reports that the name of the personal representative was included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication having been made on the **6th** and **13th days of July, 2022**, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, and upon completion of said publication your Commissioner proceeded to make this final report for the settlement of the accounts of said personal representative.

This Report and attached Waiver of Settlement, filed herewith and expressly made a part hereof, may be filed as the final report of **Traci L. Currey, Administratrix of the Estate of Jesse Willard Johnson, deceased.**

GIVEN under my hand this 21st day of July, 2022.

Norman T. Farley, Fiduciary Commissioner
Harrison County, West Virginia

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I, TRACI L CURREY, personal representative(s) in the estate of JESSE WILLARD JOHNSON after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

TRACI L CURREY — Traci L Currey (L.S.)
ADMINISTRATRIX

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 28 day of June, 2022

My Commission expires: May 13 2027 Winifred J Eschenmann
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Winifred J Eschenmann
Harrison County Clerk's Office
229 South 3rd Street
Clarksburg, WV 26301
My Commission Expires May 13, 2027

BELMONT CURREY FINAL SETTLEMENT — Jonathan Edward Johnson
SON

STATE OF Ohio COUNTY OF Belmont

The foregoing instrument was acknowledged before me this 22 day of June, 2022.

My Commission expires: 5-25-2025
Notary Public

JASON MICHAEL LUCAS
Notary Public
State of Ohio
My Comm. Expires
May 25, 2025

TRACI L CURREY — Traci L Currey (L.S.)
DAUGHTER

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 28 day of June, 2022

My Commission expires: May 13, 2027 Winifred J Eschenmann
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Winifred J Eschenmann
Harrison County Clerk's Office
229 South 3rd Street
Clarksburg, WV 26301
My Commission Expires May 13, 2027

Please note for dates of death July 13, 2001 or after, any heirs who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____day of _____, _____ .

John R Spires
Clerk of the Harrison County Commission

By _____
June Eschenmann
Deputy Clerk

B-2

Your Commissioner certifies that pursuant to the requirements of West Virginia Code §44-2-2, as amended, he did appoint the 5th day of September, 2021, at his law office in Clarksburg, as the time and place for the presentation of claims against said estate; that he gave notice thereof to the creditors and beneficiaries of said estate by publication in the Exponent-Telegram on the 7th and 14th days of July, 2021, the time so fixed being according to law; and that he caused a copy of such notice to be forwarded by United States mail to all known creditors of said estate and all distributes and legatees, pursuant to West Virginia Code §44-2-4, as amended.

Your Commissioner certifies that the name of VINCENT G. ZUMMO, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 6th and 13th days of July, 2022, in the Exponent-Telegram, as required by West Virginia Code §44-4-9, as amended.

Your Commissioner further reports that the hearing before him was begun on the 18th day of April, 2022, said Administrator having qualified on the 4th day of February, 2021, and at the end of business hours on the 5th day of September, 2022, said proceedings were formally closed, and at the time of the closing of said hearing, no proofs of claim had been filed against said estate. On or about the 28th day of June, 2022, said Administrator appeared before your Commissioner and exhibited a statement of all assets which he had received or become chargeable with or had disbursed from the date of his qualification down to and including the 28th day of June, 2022.

Whereupon, your Commissioner proceeded to make up this report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Final Settlement of the accounts of said Administrator. Your Commissioner further reports that notice of the completion of this report was given to all parties interested, or their attorneys, and the report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by West Virginia Code §44-4-15, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Your Commissioner further reports that there are no contingent or unliquidated claims or claims not matured against said estate and that no necessity exists to reserve any funds in the hands of said Administrator to meet the same; and that said Administrator has paid all administration expenses and other claims allowed against said estate and having fully completed and discharged his duties as

such Administrator, leaving nothing more for him to do, this report and settlement is also filed as a final settlement of the accounts of **Vincent G. Zummo, Administrator of the Estate of Vincent Thomas Zummo, deceased.**

Given under my hand this 21st day of July, 2022.

Norman T. Farley
Fiduciary Commissioner

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

VINCENT GABRIEL ZUMMO,
ADMINISTRATOR OF THE ESTATE

OF /// **REPORT OF CLAIMS**
AND
FINAL SETTLEMENT

VINCENT THOMAS ZUMMO,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report of Claims and Final Settlement of the accounts of **Vincent Gabriel Zummo, Administrator of the Estate of Vincent Tbomas Zummo,** deceased, was made before me, Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and reported as follows:

SEE ATTACHED REPORT OF RECEIPTS,
DISBURSEMENTS AND DISTRIBUTION;
AFFIDAVIT

FINAL SETTLEMENT OF THE FIDUCIARY ACCOUNT OF
VINCENT G. ZUMMO, ADMINISTRATOR OF THE ESTATE
OF VINCENT THOMAS ZUMMO, DECEASED

RECEIPTS

01/01/21	Personal Items	500.00
01/01/21	Lot # 6 Heritage Farms	236,470.54
01/01/21	2015 Chevy Tahoe - Repossessed	0.00
01/01/21	City National Bank Checking *9139	3,173.58
01/01/21	City National Bank Checking *1891 (erroneously listed on appraisement)	0.00
01/01/21	Ameritrade Roth IRA *2820	5,578.00
01/01/21	Ameritrade Roth IRA *2822 (from K. Zummo)	9,022.00
01/01/21	TIAA Cref *2174	110,752.80
03/15/21	Erie Insurance Refund (Tahoe)	1,563.57
03/15/21	Erie Insurance Collison Total Loss Partial Payment	455.85
03/15/21	Rakuten	56.27
08/27/21	Monongah Furniture	1,100.00
08/27/21	John Deere Financial	4.63
08/27/21	Unknown	0.29
08/27/21	Federal Savings Bank	100.28
08/27/21	Discover Refund	25.24
08/27/21	Five Star Holdings	250.00
08/27/21	Erie Insurance -Dwelling	5,765.48
08/27/21	Wholesale Carpet Outlet	3,000.00
11/29/21	Deposit	1,712.21
04/11/22	Federal Savings Bank	313.01
04/19/22	Erie Insurance Refund	1,639.97
05/19/22	City National Bank Checking *7718	1,786.10
05/19/22	City National Bank Savings *1426	174.13
06/14/22	Fairmont Federal Credit Union #721725	54.17
	TOTAL RECEIPTS	**383,498.12**

****

DISBURSEMENTS

	Personal Items	500.00
09/08/21	SRC Construction - Windows	2,130.00
	Ameritrade Roth IRA *2820 to Gabriel	2,789.00
	Ameritrade Roth IRA *2820 to Dominic	2,789.00
	Ameritrade Roth IRA *2822 to Gabriel	4,511.00

LAW OFFICE OF
DAYA MASADA WRIGHT
12 North Kanawha Street
Buckhannon, WV 26201
Phone: 304-472-0988
Fax: 304-472-1575

	Ameritrade Roth IRA *2822 to Dominic	4,511.00
	Lot # 6 Heritage Farms to Gabriel	118,235.27
	Lot # 6 Heritage Farms to Dominic	118,235.27
	City National Bank Checking *9139 (Overdrawn by autopay bills)	3,173.58
03/30/22	Satisfaction of claim against the estate	6,900.10
04/25/22	Harrison County Clerk - Appraisement Filing Fee	12.00
05/10/22	TIAA Cref Contract #G3012174 - Paid to Kelly Zummo Estate	110,752.80
06/09/22	Partial reimbursement for Cistaro advances to the estate	8,900.00
06/15/22	Partial reimbursement for Cistaro advances to the estate	59.10
	TOTAL DISBURSEMENTS	**383,498.12**

****

RECAPITULATION

TOTAL RECEIPTS	**383,498.12**
TOTAL DISBURSEMENTS	**383,498.12**
BALANCE	**0.00**

Vincent G. Zummo 6/15/22

Vincent G. Zummo, Administrator of the Estate of
Vincent Thomas Zummo, deceased

Sworn and subscribed to before me by Vincent G. Zummo this 18th day of June, 2022

My commission expires: 11/17/2025

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Daya Masada Wright
Law Office of Daya Masada Wright
12 North Kanawha Street
Buckhannon, WV 26201
My Commission Expires November 17, 2025

LAW OFFICE OF
DAYA MASADA WRIGHT
12 North Kanawha Street
Buckhannon, WV 26201
Phone: 304-472-0088
Fax: 304-472-3575

AFFIDAVIT OF PERSONAL REPRESENTATIVE

In the County Commission of ~~Upshur~~ Harrison County, West Virginia:

In the matter of the Estate of:

VINCENT THOMAS ZUMMO, DECEASED

STATE OF WEST VIRGINIA,
COUNTY OF UPSHUR, TO-WIT:

Vincent G. Zummo, being first duly sworn, deposes and says that:

(1) I am the duly appointed and acting representative of said estate.

(2) More than sixty (60) days have elapsed since the filing of any notice required by Chapter 44, Section 2, Article 1, of the West Virginia Code, as amended.

(3) The time for filing claims against this estate has expired.

(4) No known and unpaid claims exist against this estate.

Vincent G. Zummo 6/15/22
VINCENT G. ZUMMO

STATE OF WEST VIRGINIA:
COUNTY OF UPSHUR:

Taken, subscribed, and sworn to before the undersigned authority by Vincent G. Zummo, Personal Representative, this 15 day of June, 2022.

My commission expires: 11/17/2025.

(Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Daya Masada Wright
Law Office of Daya Masada Wright
12 North Kanawha Street
Buckhannon, WV 26201
My Commission Expires November 17, 2025

Notary Public

United States of America

State of West Virginia



County of Harrison, ss:

Fiduciary Commissioner's Report of Receipts, Disbursements and Distribution ; Affidabit Notice

This day VINCENT GABRIEL ZUMMO reported to the Court the Report of Receipts, Disbursements and Distribution; Affidavit for the estate of VINCENT THOMAS ZUMMO, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of this Court on the 26th day of July, 2022 and said estate was presented to this Court on the _____ day of _____ _____, _____, further it appearing to the Court that more than 10 days have lapsed since the date of the last publication and/or the report was filed with the Clerk of this Court and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Report of Receipts, Disbursements and Distribution; Affidavit, was this day presented to me in my office, and was this day admitted to record therein.

Given under my hand on this the _____ day of _____ _____, _____.

John R Spires
Clerk of the Harrison County Commission

EAST VIEW PUBLIC SERVICE DISTRICT
1655 PHILIPPI PIKE
CLARKSBURG, WV 26301

C-1
RECEIVED
JUL 18 2022
HARRISON COUNTY
COMMISSION

MEETING MINUTES

The regular meeting of the East View Public Service District was held on JULY 12, 2022 AT NOON.

Those in attendance: James Harbert, Thomas Bryant (VIA: Phone), Dawn Hogue, Dave Layton, Laura Guzzi and Todd Lancaster.

FINANCIAL:

WV Municipal Bond - $2838
USDA Rural Development Loan - $1081
Clarksburg Water Board - $2137.10
Clarksburg Sanitary Board - $4618.15
Payroll – $3862
CWCR Account - $4291
HNB 2.5 % - $291
CWCR-S Account - $560
Frontier - $80.50
Dominion Energy - $179
Bennett & Dobbin - $250
Mon Power - $113.77
HNB - $45
Exponet-Telegram - $72
Enterprise Sanitation - $40.83
Federal Deposit - $807.67 (Withholdings)
State of WV Deposit - $150 Withholdings)
R D Wilson - $252.24
Text-Em-All – $28.89
The Town of Anmoore - $21.71
Miss Utility of WV - $10
Bombardiere Plumbing - $398
Core and Main - $782
USPS - $203.67
Misc - $243

NEW BUSINESS:

Discussed compiling a list of new projects for fiscal year 2022-2023.
Present projects completed in the past year.

1. Discussed our renewal of our insurance through WV Counties Risk Pool. First installment of $1818.50 was mailed July 7.
2. Discussed our Renewal of our agreement with Bennett and Dobbins, PLLC for our accounting needs.
3. Discussed Tetrick and Bartlett who was in our office on June 21, 2022 and completed our financial audit. We have received our report and it is maintained in the office for review. Results were discussed and resolution of any insufficiencies were addressed.
   We have set up a nine month payment plan with the first installment of $530 mailed July 7.
4. We are working on obtaining our customer's internal plumbing of their residential houses for a report that will be submitted to the Office of Environmental Health Services for the State of WV. We are preparing our Sampling Site Plan (10 per system) to submit as well.

OLD BUSINES:

1. The water valves will be addressed when Bertis McCarty can come to assist in locating hidden water valves.
2. We are going to request a meeting with Jason Myers, General Manager of the Clarksburg Water Board concerning assisting in repairs.

Greater Harrison County
Public Service District

PO Box 190
West Milford, WV
26451

Phone: 304-745-3463
Fax: 304-745-5327

www.greaterharrison.com

At the regular meeting of Greater Harrison County PSD held on Thursday June 16, 2022, Chairman James Scudere, Treasurer Ruth Ann Messenger, Secretary Mark Leonard and Member Thomas Michael were present. Also present were Bill Hoover, General Manager, Zack Dobbins of Bennett and Dobbins, Sam Harrold of Mountain State Law, Logan Alastanos of Thrasher Engineering and Patrick Lesmann of P & B Services.

1. Minutes and/or Amended Minutes of Previous Meeting and Special Meeting: Leonard moved to approve. Board concurred
2. Public Comment Period: None present
3. Patrick Lesmann – P&B Services
   General update – inspections at Bennett Manor and Wood Stock Pond all issues with DEP were addressed.
4. Zack Dobbins – Bennett and Dobbins
   4.1. Lagoon Project
   - Contract with JD Utilities services for $18,000, no record in the minutes. SRF requires it in the minutes. A motion to approve the agreement with JD Utilities for administrations services, originally signed on February 1, 2021. Michael moved to approve and ratify the work they have done so far. Board concurred.

   4.2 Steven's Run Phase II
   - Legal Agreement Glover Legal Services not to exceed $1,500. Scudere moved to approve. Board concurred.

   4.3 Woodstock Heights
   - Legal Agreement Glover Legal Services for acquisitions not to exceed $30,000. Leonard moved to approve. Board concurred.

   4.4. QD Sewer Project
   - Authorizing Resolution for the Clean Water - State Revolving fund. Scudere moved to approve. Board concurred.
   - Agreement for Glover Legal Services to provide legal services not to exceed $10,000. Michael moved to approve. Board concurred
   - Accounting Engagement agreement for Bennett and Dobbins for accounting services not to exceed $40,000. Michael moved to approve. Board concurred.
   - Bond Counsel for $50,000. Scudere moved to approve. Board concurred
   - Steptoe and Johnson special PSC counsel not to exceed $50,000. Michael moved to approve. Board concurred.

   4.5. Resolution/Construction Drawdowns
   - Resolution #22 for Enterprise Project. Leonard moved to approve. Board concurred.
   - Resolution #36 for Phase II/Rt. 73 Project. Scudere moved to approve. Board concurred.

   4.6 Overall Water Project
   - Representation for Steptoe and Johnson – project services not to exceed $30,000. Scudere moved to approve. Board concurred
   - Bond Counsel agreement for Steptoe and Johnson not to exceed $35,000. Scudere moved to approve. Board concurred

- Overall water project for Glover Legal services for acquisitions not to exceed $25,000. Scudere moved to approve. Board concurred.

Mountain State legal agreements for 125,000 overoll sewer and water improvement not to exceed $30,000. This is for the right-of- way portion. Michael moved to approve. Board concurred

5. Finance Report provided by Ruth Ann Messenger

   Leonard moved to approve financial transactions. Board concurred

   Zack added software CUSI no longer supported by Windows. UMS would be the new software upfront cost $54,000.

6. Thrasher Engineering

   6.1 Sewer

   6.1.a Phase II

   - Change order #7. Paving by North Central Paving, Leonard motioned to approve. Board concurred.
   - Contract #3, Rover reached out want us meet with Maria Presioso regarding the 250 million that legislature passed down with the new economic enhancement grant. If board wants a meet Thrasher will. 1st thing we have to address; does this qualify. We are already requesting 8 million QD and 5 million for overall water. Michael moved to not apply for this grant at this time. Board concurred.
   - Contract #3, Letter from Rover requesting reduction in retainage down to 5%. There are unresolved claims going on. Sam Harrold recommended to not reduce retainage. Leonard motioned to not reduce retainage. Board concurred.
   - Contract #3, Consider issue liquidated damage. Leonard motioned to pursue liquidated damages as soon as possible. Board concurred.

   6.1.b Enterprise Project – Construction Update

   - Less than 1000' of pipe to put in ground. No meeting this week.
   - Change order #5 will be presented next meeting.

   6.1.c Sludge Removal Project – Design Update

   - Testing results back, a few fields tested positive due to arsenic. We have to retest the sludge.

   6.1.d Quiet Dell – General Discussion

   - PER submitted on June 10th, will be reviewed on their July meeting. Meeting with land owners continues.
   - Economic Enhancement Grant Verification – requesting 8 million, with the county 7.8 as a match. We cannot submit until approved by the IJDC in July and then full committee in August. Leonard motioned to approve. Board concurred.

   6.1.e Woodstock Heights Sanitary Sewer Extension Project

   - Finishing up design, will start getting right of ways ready to go.

   6.1.f 10-year plan Sewer – General Update

   - Nothing new to report

   6.1.g River Crossings – General Update

   - We had a few questions needed for McKinley's office.

   6.2.a Steven's Run – Project Update

   - Part 2 did pass through Infrastructure Counsel for $309,000 to continue the extension. Booster station is arriving next week.
   - Change order #1 increase of $237,821.50. Leonard moved to approve. Board concurred.

   6.2.b Overall Water Project – Project Update

   - Submitted on June 10th also, it will be reviewed in July and full counsel meeting in August.

- Economic Enhancement Grant Verification – requesting 5 million dollars. Scudere moved to approve. Board concurred.

6.2.c Locust Heights – Project Update

- William Brady filed a complaint with the PSC mingling sewer issues and low water pressure issues. Mr. Brady not actually a customer of the district therefore cannot file a formal complaint. The new station will not provide them with fire protection. The booster station has been ordered.

6.2.d 10-year plan Water – General Discussion

- No update at this time

9. Executive Session

- Thomas Michael motioned to move into executive session to consult with attorney. Board concurred.
- Thomas Michael motioned that William Hoover; General Manager hire outside counsel as necessary to handle Rover matter. Board concurred.

7. Bill Hoover – General Manager

7.1 Water

7.1.a . Water loss overall 22%. Coon's Run at 19%.

7.1.b. Lost Creek 2 service lines repaired and 1 main line leak.

7.2. Sewer

7.2.a. Had a splash unit go bad in the lagoon. We did have a spare.

The sludge is getting worse. Duck week is a problem, you can't put it on the ground and landfill can't take it.

We are making headway on the stations, we are renumbering the stations to know what parts are needed where.

7.3 Good of the District

7.3.a. Lead and Copper we continue to work on. Health Department information varies. We will do what we think is right. We will follow Kevin Short's guidelines, we requested in writing with dates and what is required. They replied well it can change every day. I don't believe we have any lead service lines. Certain copper pipe contains lead. We will begin sending letters out to homeowners requesting information.

7.3.b. One bid was received for administrative services for the Quiet Dell sewer project. Michael motioned to select JD Utility Services as administrator of the QD Sewer project and authorize General Manager, William Hoover to execute any contract with counsel's advice. Board concurred

Michael moved to adjourn meeting. Board concurred.

Meeting adjourned

Chairman James S Scudere
James Scudere

Treasurer Ruth Ann Messenger
Ruth Ann Messenger

Secretary Raymond A Leonard
Mark Leonard

Member Thomas Michael
Thomas Michael

"THIS IS AN EQUAL OPPORTUNITY PROGRAM. DISCRIMINATION IS PROHIBITED BY FEDERAL LAW." TO FILE A COMPLAINT OF DISCRIMINATION, WRITE USDA, DIRECTOR OFFICE OF CIVIL RIGHTS, 1400 INDEPENDENCE AVE., S.W., WASHINGTON, DC 20250-9410 OR CALL (800)795-3272(VOICE) OR (202)720-6382 (TDD).

C-3

GREATER HARRISON COUNTY P.S.D.

Special Meeting Teleconference

304-848-6940 PIN: 1465785

Agenda
July 28, 2022
2:00 pm

Appointments

2:00 pm – Call to order

ACTION ITEMS

1. The Thrasher Group, Inc.
    1.1. Water
        1.1.a. Steven's Run – Review, discuss and act
            - Engineering Agreement #2

2. Bill Hoover – General Manager
    2.1. Good of the District- Review, discuss and act
        2.1.a. Approval of ARPA bank accounts

Adjournment of meeting

"THIS IS AN EQUAL OPPORTUNITY PROGRAM. DISCRIMINATION IS PROHIBITED BY FEDERAL LAW." TO FILE A COMPLAINT OF DISCRIMINATION, WRITE USDA, DIRECTOR OFFICE OF CIVIL RIGHTS, 1400 INDEPENDENCE AVE., S.W., WASHINGTON, DC 20250-9410 OR CALL (800)795-3272(VOICE) OR (202)720-6382 (TDD).

D.

Name of Organization/Applicant Humane Society of Harrison County

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION: $ 1500.00

ITEMIZED EXPENSES FOR THE AMOUNT RECEIVED FROM THE HCC (ATTACH EXTRA SHEETS F NECESSARY OR DETAILED STATEMENT OF REVENUED AND EXPENSES RELATED THERETO):

Tote bags (including screen print charge & proof).	$ 3156.44
	$
	$
	$

NAME OF PROJECT/EVENT: Harrison County Pet Expo

TOTAL PROJECT/EVENT INCOME AND EXPENSES: (ATTACH EXTRA SHEETS F NECESSARY OR A DETAILED STATEMENT OF REVENUES AND EXPENSES RELATED THERETO):

INCOME SOURCE:	Harrison County Commission	$ 1500.00
	Christina Murphy | Pet Expo	$ 2500.00
	Community	$ 455.00
	TOTAL	$ 4455.00
EXPENSE ITEM:	All Pets Cremation	$ 1500.00
		$
		$
	TOTAL	$ 1500.00

LIST ALL CONTRIBUTORS TO THIS PROJECT/EVENT: (ATTACH EXTRA SHEETS IS NECESSARY)

Harrison County Commission	$ 1500.00
All Pets Cremation Donated	$ 1656.44
	$
	$
TOTAL	$ 3156.44

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Applicant [signature] Date 7-14-22

Humane Society of Harrison County West Virginia Inc.
Find Report
All Transactions

Type	Date	Num	Name	Memo	Account	Clr	Amount	Balance
Deposit	06/24/2022	1210	Pool, Delby	Deposit	Pet Expo		50.00	50.00
Deposit	06/24/2022	2644	angotti, vicki & john	Deposit	Pet Expo		50.00	100.00
Deposit	06/24/2022	5551	kaeheler, pam	Deposit	Pet Expo		50.00	150.00
Deposit	06/24/2022	5516	spencer, cindy	Deposit	Pet Expo		100.00	250.00
Deposit	06/24/2022		Anonymous	Deposit	Pet Expo		205.00	455.00
Deposit	06/20/2022	1053	murphy, christina	Deposit	Pet Expo		2,500.00	2,955.00
Deposit	05/27/2022	001202	Harrison County Sh...	for bags	Pet Expo		1,500.00	4,455.00
Total							**4,455.00**	**4,455.00**

Humane Society of Harrison County West Virginia Inc.
Find Report
All Transactions

Type	Date	Num	Name	Memo	Account	Clr	Amount	Balance
Check	06/08/2022	4346	All Pets Cremation ...	reimburse for bags	Pet Expo		1,500.00	1,500.00
Total							**1,500.00**	**1,500.00**

Messenger

www.messengerstationery.com
Tel 800-827-5151
Fax 800-747-0716

REMIT PAYMENTS ONLY TO:
MESSENGER, LLC
2767 MOMENTUM PLACE
CHICAGO, IL 60689-5327
We Accept



No discount allowed on credit card payments

INVOICE	DATE
INV220515150	5/27/2022
PAYMENT TERMS	
2% 10 Days Net 30 Days	

ACCOUNT NO	YOUR ORDER NO	OUR ORDER NO	SALES AGENT
1017568		81131240	Gary M. Marks

BILL TO: Davis Funeral Home
124 Olen Thomas Dr
Clarksburg WV 263013983

SOLD TO: Davis Funeral Home
124 Olen Thomas Dr
Clarksburg WV 263013983

Shipped 5/18/2022 Delivery No/Method UPS Ground FOB ORIGIN

A 1.5% carrying charge will be added to past due accounts monthly.

Returned Merchandise will not be accepted without a return authorization number

Please include account number and invoice number on your remittance check

Product		Quantity Shipped	Unit Price	Comments	Extended Price
10002288	125-39BBK1315 Big Thunder Blk Tote Bag	1,200	2.20000		2,640.00
30008968	125-SCREEN Screen Charge	1	35.00000		35.00
30024682	125-PROOF Proof	1		N/C	0.00

Total Extended Price	2,675.00
Freight Charge	481.44
Tax amount	0.00
Total	3,156.44
NET PAYABLE	3,156.44 USD
Due Date	6/26/2022

Reprint

Tear off and return with payment

Messenger, LLC
2767 MOMENTUM PLACE
CHICAGO, IL 60689-5327

Customer #	1017568	**Sold To**	Davis Funeral Home
Invoice #	INV220515150	**Bill To**	Davis Funeral Home 1017568
Amout Due	$3,156.44 USD	**Due Date**	6/26/2022

THANK YOU FOR YOUR BUSINESS